



City of Bixby Planning Commission Meeting Agenda

Chairman Steve Hobbs
Vice Chair Jason Mohler
Commissioner Tom Holland
Commissioner Josh Nave
Commissioner Lance Whisman

Monday, November 18, 2024

6:00 PM

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

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

- 1) Consider and Approve the Planning Commission Meeting Minutes from September 16, 2024.
- 2) Consider and Approve the Planning Commission Meeting Minutes from October 21, 2024.

Public Hearing

- 1) Discussion, consideration, and possible vote for approval of Final Plat BXPT-24.09; Presley Heights West Blocks 4-7.
- 2) Discussion, consideration, and possible vote for approval of Preliminary Plat BXPT-24.10; Indigo Ranch, formerly known as Froning 121.
- 3) Discussion, consideration, and possible vote for approval of Preliminary Plat BXPT-24.11; Pecan Meadows.

Old Business

New Business

Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of November 15, 2024, on or before 6:00 p.m., at City Hall, 116 W. Needles Ave., Bixby Oklahoma.

Respectfully Submitted

Gladys Gill
Assistant Planner I

For Special Accommodations

Individuals requiring special accommodations to participate in this meeting must contact Shannon Duran, City Clerk, at 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or via Email: SDuran@bixbyok.gov at least 48 hours before the meeting. TDD users must contact Oklahoma Relay at 1-800-722-0353, and voice calls should be made to 1-800-522-8506 to facilitate communication between hearing telephone users and TDD users.

Please Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment. D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

Planning Commission Meeting Minutes

Bixby Municipal Building
116 W. Needles Avenue, Bixby, OK 74008
September 16, 2024 at 6:00 PM

Call to Order

Vice Chair Mohler called the Planning Commission meeting to order at 6:29 p.m.

Roll Call

Secretary Gladys Gill called the roll and the following were present:

Members Present

Jason Mohler, Vice Chair Tom
Holland, Commissioner
Lance Whisman, Commissioner

Members Absent

Steve Hobbs, Chairman
Josh Nave, Commissioner

Staff Present

Gwen Plante, Acting Assistant City
Planner Gladys Gill, Planner I

Consent Agenda

- 1. Consider and approve Gladys Gill as Planning Commission Secretary.**
- 2. Consider and approve the minutes of the August 19, 2024, Planning Commission Meeting.**
- 3. Consideration and possible vote to approve the schedule of Regular Meetings for the calendar year of 2025 for the Bixby Planning Commission.**

Vice Chair Mohler called for a motion to approve items 1-3. Commissioner Holland made the motion, which was seconded by Commissioner Whisman. The vote results were as follows:

Ayes: Holland, Whisman, Mohler
Nays: 0

Motion carried: 3-0

Public Hearing

1. Discussion, consideration, and possible vote for approval of Planned Unit Development Minor Amendment No. 1 (B.X.P.U.D. 22.07 MI.01); The Reserve at Cedar Ridge.

Vice Chair Mohler introduced Item 1. Gwen Plante provided the Commission with an overview of Minor Amendment No. 1 to The Reserve at Cedar Ridge.

Megan Pasco from Tanner Consulting addressed the Planning Commission, seeking approval for a minor amendment to reduce the minimum setback requirements for front yards and exterior side yards abutting private streets from 35 feet to 30 feet. The applicant clarified that exterior side yards abutting arterial streets would retain the original 35-foot setback requirement. Discussion ensued.

One (1) resident, Paul Blair, spoke in favor of this proposed subdivision.

Vice Chair Mohler requested a motion to approve Minor Amendment No. 1 to The Reserve at Cedar Ridge. Commissioner Holland motioned to approve, seconded by Commissioner Whisman. The vote was taken with the following results:

Ayes: Holland, Whisman, Mohler

Nays: 0

Motion carried: 3-0

Old Business

No old business to discuss.

New Business

No new business to discuss.

Adjournment

An adjournment was called at 6:41 p.m.

Chair or Vice Chair

Secretary

Planning Commission Meeting Minutes

Bixby Municipal Building
116 W. Needles Ave., Bixby, OK 74008
October 21, 2024 at 6:00 PM

Call to Order

Chairman Steve Hobbs called the Planning Commission meeting to order at 6:14 p.m.

Roll Call

Secretary Gladys Gill called the roll and the following were present:

Members Present

Steve Hobbs, Chairman
Jason Mohler, Vice Chair
Josh Nave, Commissioner

Members Absent

Tom Holland, Commissioner
Lance Whisman, Commissioner

Staff Present

Gladys Gill, Secretary/Assistant Planner I
Justin Dowd, City Engineer

Consent Agenda

- 1. Consider and Approve the Planning Commission Meeting Minutes from September 16, 2024.**

Due to a lack of quorum, Chairman Hobbs announced the continuation of Item 1 to a later date.

Public Hearing

- 1. Discussion, consideration, and possible vote for approval of Rezone (BXZO- 24.02); requesting AG to RS- 2; Spartan Crossings.**

2. Discussion, consideration, and possible vote for approval of Planned Unit Development (BXPUD-24.02); Spartan Crossings.

Chairman Hobbs introduced Items 1 and 2, noting that they pertain to the same project. He requested that both items be discussed together but voted on separately. Gladys Gill gave the Commission a summary of the proposed Spartan Crossings development.

Commissioner Nave asked why this project had been back before the Planning Commission. Erik Enyart of Tanner Consulting gave the Commission a timeline and history of Spartan Crossings. Mr. Enyart stated that they have taken all recommendations and comments from City Staff, the Planning Commission, and the City Council and revised the PUD.

Chairman Hobbs opened the floor to public comments.

Mr. Jerry Ezel, a property owner to the west of Spartan Crossings, expressed concerns about flooding in the area and the proposed dwelling sizes. He urged the Commissioners to deny the proposed zoning and PUD and to enforce Title 13 of the Bixby Zoning Code. Mr. Ezel also provided a presentation to the Commissioners, which has been included in the meeting minutes.

Mr. Mark Ezel, a property owner to the west of Spartan Crossings, also expressed the same concerns regarding flooding and dwelling sizes.

The applicant was asked to return to the podium to address public concerns. Justin Morgan of Tanner Consulting spoke to the Commission, specifically addressing drainage and flooding concerns, using an analogy to explain how these issues would be mitigated. Brian Green, one of the five developers of Spartan Crossing, also addressed the Commission, assuring them that all recommendations had been considered and incorporated into the PUD.

Chairman Hobbs closed the floor to public comments.

Vice Chair Mohler shared his perspective on the proposed project and provided insights on the role and responsibilities of the Planning Commission in reviewing and approving projects and developments presented to them.

Chairman Hobbs requested a motion on Item 1. Vice Chair Mohler motioned to approve the rezone of BXZO-24.02 from AG to RS-2 for Spartan Crossings, seconded by Chairman Hobbs. The vote was taken with the following results:

Ayes: Mohler, Hobbs, Nave
Nays: 0

Motion carried: 3-0

Chairman Hobbs requested a motion on Item 2. Chairman Hobbs motioned to approve the PUD as stated for Spartan Crossings, seconded by Vice Chair Mohler.
The vote was taken with the following results:

Ayes: Hobbs, Mohler, Nave
Nays: 0

Motion carried: 3-0

Old Business

No old business to discuss.

New Business

No new business to discuss.

Adjournment

An adjournment was called at 6:57 p.m.

Chair or Vice Chair

Secretary



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: Planning Commission

From: Joey Wiedel, Interim City Manager
Gladys Gill, Assistant Planner I

Date: November 18, 2024

Name: Presley Heights West

Case: Final Plat BXPT-24.09; Presley Heights West Block 4-7

Location: West of South Harvard Avenue and 2800-Block of East 141st Street South.

STR: Section 17, Township 17N, Range 13E

Applicant: Tanner Consulting, LLC.

Request:

Tanner Consulting is requesting approval of the Final Plat for blocks 4 through 7 which is the final phase of Presley Heights West, a residential development zoned RS-3 with a supplemental zoning BXPUD-21.10. This submission includes the finalized lot configurations, street layouts within these blocks, aligning with the preliminary plans approved in earlier phases.

Site Stats:

Acres: 21.464 +/-	Number of Blocks: 4	Average Lot Size: 8,450 sf
Number of Lots: 68	Reserve Areas: 2	Average Lot Width: 65 ft

Existing Zoning; Use:

Residential Single-Family (RS-3), BXPUD-21.10: Vacant

Abutting Zoning; Use:

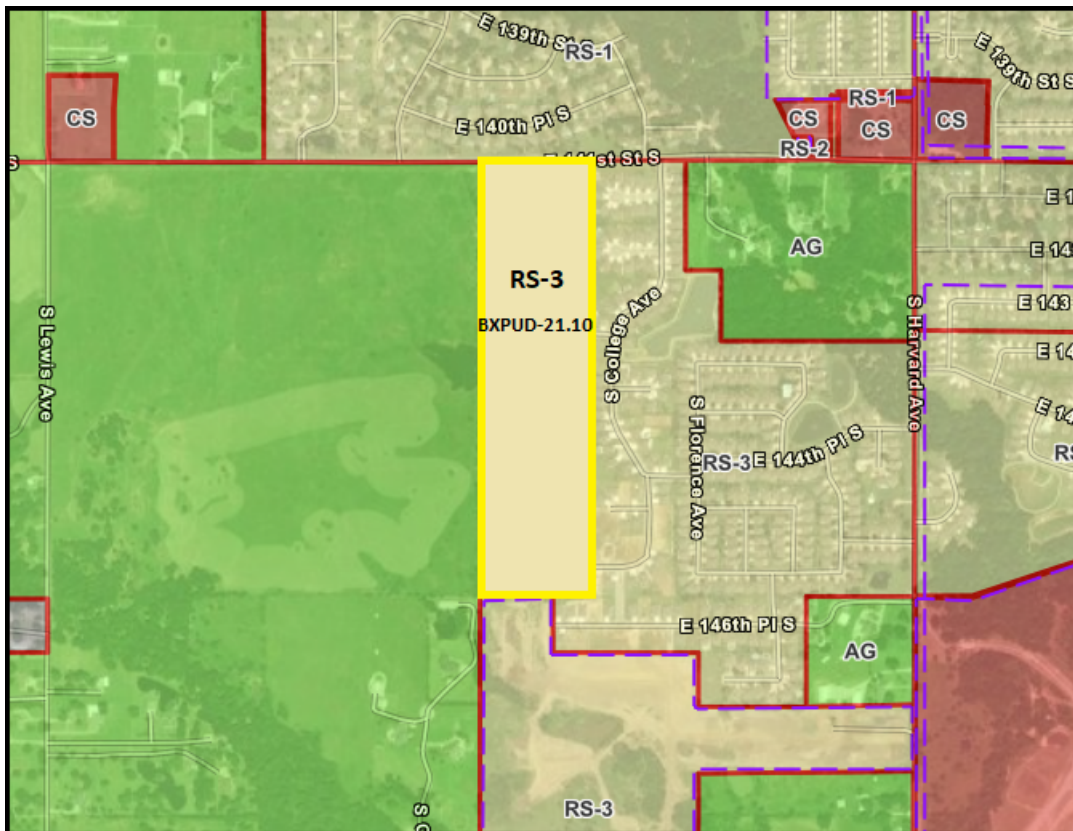
North: (RS-1) Single-Family Dwellings: Country Meadows

East: (RS-3) Single-Family Dwellings: Presley Heights Blocks 1-5

South: (RS-3) Single-Family Dwellings: Posey Creek 151

West: (AG) Agriculture: Single-Family Dwelling

Figure 1: City of Bixby Zoning Map



Utilities/Site Area:

- Water: There is a Creek County RWD #2 water main running East/West on the southside of East 141st Street South.
- Sewer: City of Bixby sanitary sewer is available within the Presley Heights addition that can extended east to serve Presley Heights West.
- Stormwater: Stormwater and drainage will meet City of Bixby design standards.

Engineering Review Comments: No comments at the time of writing.

Public Comments:

Plats are not subject to public advertising, and no public comments were received at the time of writing.

Staff Comments

The proposed development is consistent with development patterns on adjacent and surrounding properties.

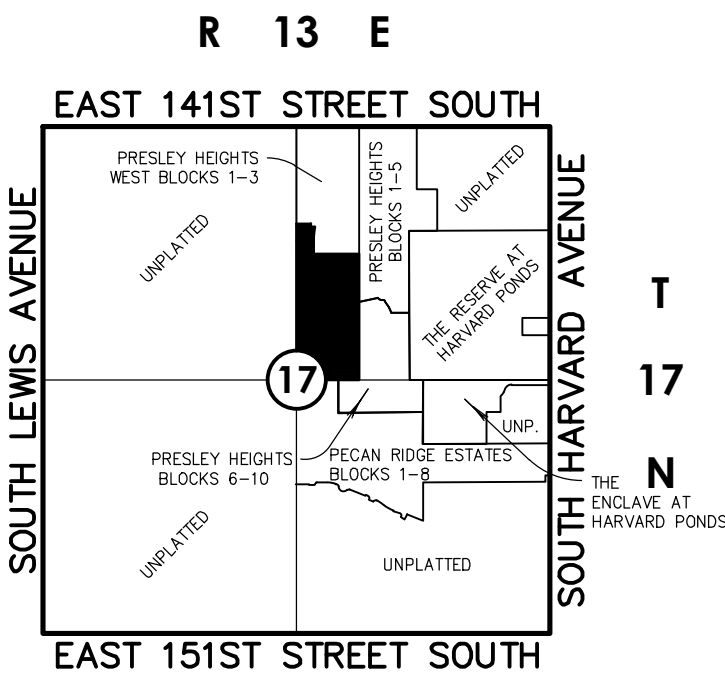
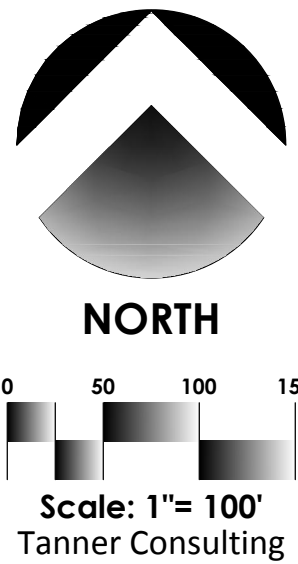
1. In Section V, Item A – Enforcement and Duration, we recommend removing the phrase "the City of Bixby," as the city does not enforce covenant violations. Clarifying this will help prevent misunderstandings regarding enforcement responsibilities and align the document with the city's actual role.
2. Provide copies of Letter of Release from utility companies/Oklahoma corporations.

Figures: Figure 1: City of Bixby Zoning Map

Attachments: Exhibit A: Conditional Final Plat with Deed of Dedication

Conditional Final Plat
BXPUD-21.10
Presley Heights West
Blocks 4-7

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



Location Map

Scale: 1"= 2000'

SUBDIVISION CONTAINS:

SIXTY EIGHT (68) LOTS
IN FOUR (4) BLOCKS
WITH (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 21.464 ACRES

OWNER:

141st Bixby, LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY
MIKE WALLACE, MANAGER

114 South 3rd Street

Jenks, Oklahoma 74037

Phone: (918)298-6100

SURVEYOR/ENGINEER:

Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM

5323 South Lewis Avenue

Tulsa, Oklahoma 74105

Phone: (918) 745-9929

FINAL PLAT
CERTIFICATE OF APPROVAL

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

on _____

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

Presley Heights Blocks 4-7

SHEET 1 OF 3

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	147.55'	850.00'	9°56'44"	N3°46'33"E	147.36'
2	39.27'	25.00'	90°00'00"	N46°11'49"W	35.36'
3	21.03'	25.00'	48°11'23"	N64°42'29"E	20.41'
4	241.19'	50.00'	276°22'46"	N11°14'49"W	66.67'
5	21.03'	25.00'	48°11'23"	N67°06'08"W	20.41'
6	39.27'	25.00'	90°00'00"	N43°48'11"E	35.36'
7	16.09'	25.00'	36°52'12"	N17°14'17"E	15.81'
8	142.89'	50.00'	163°44'23"	N46°11'49"W	98.99'
9	16.09'	25.00'	36°52'12"	N70°22'05"E	15.81'
10	39.27'	25.00'	90°00'27"	N46°11'36"W	35.36'
11	142.90'	50.00'	163°44'50"	N46°11'36"W	99.00'
12	16.09'	25.00'	36°52'12"	N17°14'43"E	15.81'
13	39.27'	25.00'	90°00'00"	N46°11'23"W	35.36'
14	39.27'	25.00'	90°00'00"	N43°48'37"E	35.36'
15	39.27'	25.00'	89°59'33"	N46°11'36"W	35.35'
16	21.03'	25.00'	48°11'23"	N22°53'52"E	20.41'
17	21.03'	25.00'	48°11'23"	N25°17'31"W	20.41'
18	241.19'	50.00'	276°22'46"	N88°48'11"E	66.67'

Lot Area & Address Table

AREA LABEL	AREA(SQUARE FEET)	ADDRESS	AREA LABEL	AREA(SQUARE FEET)	ADDRESS
BLOCK 4 LOT 1	9219	14304 S DELAWARE PL	BLOCK 6 LOT 1	11384	14529 S EVANSTON AVE
BLOCK 4 LOT 2	8674	14310 S DELAWARE PL	BLOCK 6 LOT 2	9800	14523 S EVANSTON AVE
BLOCK 4 LOT 3	9081	14316 S DELAWARE PL	BLOCK 6 LOT 3	9800	14517 S EVANSTON AVE
BLOCK 5 LOT 1	8775	14328 S DELAWARE PL	BLOCK 6 LOT 4	9100	14511 S EVANSTON AVE
BLOCK 5 LOT 2	8775	14334 S DELAWARE PL	BLOCK 6 LOT 5	9100	14505 S EVANSTON AVE
BLOCK 5 LOT 3	8450	14340 S DELAWARE PL	BLOCK 6 LOT 6	9100	14449 S EVANSTON AVE
BLOCK 5 LOT 4	8450	14346 S DELAWARE PL	BLOCK 6 LOT 7	9100	14443 S EVANSTON AVE
BLOCK 5 LOT 5	8450	14404 S DELAWARE PL	BLOCK 6 LOT 8	9100	14437 S EVANSTON AVE
BLOCK 5 LOT 6	8450	14410 S DELAWARE PL	BLOCK 6 LOT 9	10127	14431 S EVANSTON AVE
BLOCK 5 LOT 7	8450	14416 S DELAWARE PL	BLOCK 6 LOT 10	18218	14425 S EVANSTON AVE
BLOCK 5 LOT 8	9076	14422 S DELAWARE PL	BLOCK 6 LOT 11	11061	2859 E 144TH PL S
BLOCK 5 LOT 9	8601	14428 S DELAWARE PL	BLOCK 6 LOT 12	9097	2853 E 144TH PL S
BLOCK 5 LOT 10	16108	14434 S DELAWARE PL	BLOCK 6 LOT 13	9100	2847 E 144TH PL S
BLOCK 5 LOT 11	9593	2832 E 144TH PL S	BLOCK 6 LOT 14	9100	2841 E 144TH PL S
BLOCK 5 LOT 12	9370	2838 E 144TH PL S	BLOCK 6 LOT 15	10366	2835 E 144TH PL S
BLOCK 5 LOT 13	9100	2844 E 144TH PL S	BLOCK 6 LOT 16	10366	2834 E 144TH ST S
BLOCK 5 LOT 14	9100	2850 E 144TH PL S	BLOCK 6 LOT 17	9100	2840 E 144TH ST S
BLOCK 5 LOT 15	11065	2856 E 144TH PL S	BLOCK 6 LOT 18	9100	2846 E 144TH ST S
BLOCK 5 LOT 16	10626	14444 S EVANSTON AVE	BLOCK 6 LOT 19	9095	2852 E 144TH ST S
BLOCK 5 LOT 17	10300	14450 S EVANSTON AVE	BLOCK 6 LOT 20	8852	2858 E 144TH ST S
BLOCK 5 LOT 18	9944	14510 S EVANSTON AVE	BLOCK 6 LOT 21	16312	2910 E 144TH ST S
BLOCK 5 LOT 19	10299	14516 S EVANSTON AVE	BLOCK 6 LOT 22	11825	2916 E 144TH ST S
BLOCK 5 LOT 20	10298	14522 S EVANSTON AVE	BLOCK 6 LOT 23	16489	2909 E 144TH ST S
BLOCK 5 LOT 21	11935	14528 S EVANSTON AVE	BLOCK 6 LOT 24	8952	2857 E 144TH ST S
BLOCK 5 LOT 22	10359	14525 S DELAWARE PL	BLOCK 6 LOT 25	9158	2851 E 144TH ST S
BLOCK 5 LOT 23	9100	14519 S DELAWARE PL	BLOCK 6 LOT 26	9152	2845 E 144TH ST S
BLOCK 5 LOT 24	9100	14513 S DELAWARE PL	BLOCK 6 LOT 27	9142	2839 E 144TH ST S
BLOCK 5 LOT 25	9193	14507 S DELAWARE PL	BLOCK 6 LOT 28	10402	2833 E 144TH ST S
BLOCK 5 LOT 26	12266	14447 S DELAWARE PL	BLOCK 7 LOT 1	12756	2854 E 146TH ST S
BLOCK 5 LOT 27	13855	14441 S DELAWARE PL	BLOCK 7 LOT 2	11285	2860 E 146TH ST S
BLOCK 5 LOT 28	13835	14440 S DELAWARE PL	BLOCK 7 LOT 3	11273	2906 E 146TH ST S
BLOCK 5 LOT 29	12266	14445 S DELAWARE PL	BLOCK 7 LOT 4	13164	2912 E 146TH ST S
BLOCK 5 LOT 30	9193	14506 S DELAWARE PL			
BLOCK 5 LOT 31	9100	14512 S DELAWARE PL	RESERVE C	5200	
BLOCK 5 LOT 32	9100	14518 S DELAWARE PL	RESERVE D	48728	
BLOCK 5 LOT 33	10357	14524 S DELAWARE PL			

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(A) FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
(B) FOUND BRASS CAP AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'33" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH DELAWARE PLACE AND EAST 146TH STREET SOUTH, BOTH BEING PUBLIC STREETS.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.
- PART OF THAT CERTAIN "GENERAL UTILITY EASEMENT" GRANTED TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, DATED THE 29TH DAY OF AUGUST, 2023, AND FILED OF RECORD SEPTEMBER 15, 2023, AS DOCUMENT NO. 2023074814 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, IS CONTAINED WITHIN THE LEGAL DESCRIPTION FOR THE BOUNDARY OF "PRESLEY HEIGHTS WEST BLOCKS 4-7", SAID PART TERMINATES AUTOMATICALLY UPON THE FILING OF RECORD OF THIS PLAT IN THE RECORDS OF SAID COUNTY CLERK, AS PROVIDED IN SAID EASEMENT, AND THUS IS NOT REPRESENTED HEREON.

DATE OF PREPARATION: October 1, 2024

Conditional Final Plat

BXPUD-21.10

Presley Heights West

Blocks 4-7

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

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

141ST BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

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

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK TWO (2) OF "PRESLEY HEIGHTS WEST BLOCKS 1-3", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7121); THENCE ALONG THE SOUTHERLY LINE OF SAID "PRESLEY HEIGHTS WEST BLOCKS 1-3" FOR THE FOLLOWING SIX (6) COURSES:

NORTH 88°48'11" EAST FOR A DISTANCE OF 147.51 FEET; THENCE SOUTHWESTERLY ALONG AN 850.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 10°27'16" WEST, A CENTRAL ANGLE OF 1°42'21", A CHORD BEARING AND DISTANCE OF SOUTH 9°36'05" WEST FOR 25.31 FEET, FOR AN ARC DISTANCE OF 25.31 FEET; THENCE SOUTH 81°15'05" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG AN 800.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 8°44'55" WEST, A CENTRAL ANGLE OF 9°56'44", A CHORD BEARING AND DISTANCE OF SOUTH 3°46'33" WEST FOR 138.69 FEET, FOR AN ARC DISTANCE OF 138.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°11'49" EAST FOR A DISTANCE OF 142.76 FEET; THENCE NORTH 88°40'49" EAST FOR 482.17 FEET TO A POINT ON THE WEST LINE OF "PRESLEY HEIGHTS BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6831);

THENCE SOUTH 1°11'23" EAST AND ALONG SAID WEST LINE, AND ITS EXTENSION ALONG THE WESTERLY LINE OF "PRESLEY HEIGHTS BLOCKS 6-10", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6986), FOR A DISTANCE OF 1327.21 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT ONE (1) BLOCK SEVEN (7) OF SAID "PRESLEY HEIGHTS BLOCKS 6-10"; THENCE SOUTH 88°40'38" WEST AND ALONG THE NORTHERLY LINE OF SAID BLOCK 7, AND ITS EXTENSION ALONG THE NORTHERLY LINE OF "PECAN RIDGE ESTATES BLOCKS 1-8", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7161), FOR A DISTANCE OF 662.00 FEET TO THE NORTHWEST CORNER OF SAID "PECAN RIDGE ESTATES BLOCKS 1-8", SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID NE/4; THENCE NORTH 1°11'49" WEST ALONG THE WEST LINE OF THE NE/4, FOR A DISTANCE OF 1642.06 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 934,974 SQUARE FEET OR 21.464 ACRES.
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
- (B) BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'33" EAST.

141ST BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "PRESLEY HEIGHTS WEST BLOCKS 4-7", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE WEST AND NORTH PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATIONS, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
2. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
3. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS AND FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
4. CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. ALL WATER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH CREEK COUNTY RURAL WATER DISTRICT NO. 2 IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE

OWNER/DEVELOPER SHALL ASSIST CREEK COUNTY RURAL WATER DISTRICT NO. 2 IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

6. ALL SANITARY SEWER LINES AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
7. THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

F. RESERVE AREAS AND OVERLAND DRAINAGE EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES C AND D ARE DESIGNATED AND CREATED FOR VARIOUS PURPOSES INCLUDING PROVIDING FOR STORMWATER DRAINAGE AND DETENTION, LANDSCAPING, OPEN SPACE, PRIVATE RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF BIXBY, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.
2. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENTS ON, OVER AND ACROSS THOSE AREAS AS DEPICTED AND SO IDENTIFIED ON THE ACCOMPANYING PLAT, INCLUDING, WITHOUT LIMITATION, RESERVES C AND D, FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
3. THE DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
4. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
5. RESERVES C AND D, AND THE STORMWATER DRAINAGE AND DETENTION, PRIVATE RECREATIONAL, AND ALL OTHER FACILITIES AND IMPROVEMENTS THEREIN LOCATED, SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE RESERVE AREAS ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE RESERVE AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.
6. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN RESERVES C AND D AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR

SECTION III. - PRIVATE USE AND BUILDING RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE-PLAN REVIEW

1. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.
2. NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS, AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
3. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED IT MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE, OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

B. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

C. FOUNDATIONS

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

D. SEASONAL DECORATIONS

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

E. GARAGE SALES/YARD SALES

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

F. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

G. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.

SECTION II. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.10 ("PRESLEY HEIGHTS WEST") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.10 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON AUGUST 16, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 23, 2021, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2361) APPROVED AUGUST 23, 2021, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

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

NOW, 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 SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-21.10, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-21.10 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS

THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE RS-3 ZONING DISTRICT ZONING REGULATIONS AS EXISTED IN THE CITY OF BIXBY ZONING CODE AS OF JULY 20, 2021.

C. ADDITIONAL DEVELOPMENT STANDARDS

A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST FLOOR OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED AND LIVING AREA.

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

D. PLATTING AND SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

E. CITY DEPARTMENT REQUIREMENTS

DEVELOPMENT WITHIN THE PUD SHALL COMPLY WITH ALL CITY OF BIXBY STANDARDS AND THE REQUIREMENTS OF ALL CITY DEPARTMENTS.

Conditional Final Plat
BXPUD-21.10
Presley Heights West
Blocks 4-7

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

SECTION III. - PRIVATE BUILDING AND USE RESTRICTIONS (CONTINUED)

H. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED. SOLAR COLLECTION DEVICES OF ANY KIND ARE PROHIBITED. EXCEPTING SATELLITE DISHES AS PROVIDED ELSEWHERE HEREIN, ROOF-MOUNTED EQUIPMENT INCLUDING BUT NOT LIMITED TO MECHANICAL AND AIR CONDITIONING SYSTEMS, ARE PROHIBITED.

I. ROOFTOP PROTRUSIONS

METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE, SUCH AS VENTS AND HOODS, SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

K. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. FENCING

ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE, OR THE MORE RESTRICTIVE REQUIREMENTS PRESENTED HEREIN. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM THE SIDE YARD LOT LINE ABUTTING A STREET. ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND CHAIN LINK, BARBED WIRE, MESH, AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE.

N. GROUND-MOUNTED SOLAR COLLECTION DEVICES

GROUND-MOUNTED SOLAR COLLECTION DEVICES CONNECTED TO THE ELECTRICAL SYSTEM OF THE HOUSE OR POWER GRID ARE PROHIBITED. SMALL GROUND-MOUNTED SOLAR COLLECTION DEVICES ILLUMINATING LANDSCAPING OR BUILDING EXTERIORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

O. ANTENNAS

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

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

P. LANDSCAPING AND LOT MAINTENANCE

1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF \$500.00 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUNDCOVER, ETC.) EXCLUSIVE OF SODDING.

2. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED, OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

3. NO LUMBER, METALS, BULK MATERIALS, REFUSE, OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE

LOT SO AS TO PROVIDE ACCESS FOR PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR, AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.

Q. RECREATIONAL VEHICLES AND BOATS

BOATS, TRAILERS, CAMPERS, MOTOR HOMES, AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD OF IN EXCESS OF 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

R. INOPERATIVE VEHICLES

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES, OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.

S. CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

T. TRASH CONTAINERS

TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CAN, OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

U. MAILBOXES

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

V. ANIMALS

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

W. NOXIOUS ACTIVITY

NO ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD: EXCEPT, HOWEVER, OWNER/DEVELOPER MAY MAINTAIN SIGNS OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF CONSTRUCTION MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION. READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY ON WHICH THE CONCRETE IS BEING DELIVERED OR SUCH OTHER AREA AS MAY BE DESIGNATED BY THE OWNER/DEVELOPER. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT STAYS ON THEIR LOT AND SHALL BE RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOTS.

Z. TEMPORARY TRASH RECEPTACLE

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

AA. BASKETBALL GOAL

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREET RIGHTS OF WAY.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "PRESLEY HEIGHTS BLOCKS 1-5", PLAT NO. 6831 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS BLOCKS 6-10", PLAT NO. 6986 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS WEST BLOCKS 1-3", PLAT NO. 6831 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS WEST BLOCKS 4-7", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "PRESLEY HEIGHTS BLOCKS 1-5," "PRESLEY HEIGHTS BLOCKS 6-10", "PRESLEY HEIGHTS WEST BLOCKS 1-3", THIS SUBDIVISION, AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

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

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PUD RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.10 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.10 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS 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 RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN "PRESLEY HEIGHTS WEST BLOCKS 4-7" OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III. OR IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

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

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON JULY 20, 2021.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS
____ DAY OF _____, 2024.

141ST BIXBY, LLC,

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MIKE WALLACE, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 141ST BIXBY, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF 141ST BIXBY, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "PRESLEY HEIGHTS WEST BLOCKS 4-7", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2024.

BY: _____
DAN E. TANNER

LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC





City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: Planning Commission

From: Joey Wiedel, Development Services Director/Interim City Manager
Gladys Gill, Assistant Planner I

Date: November 18, 2024

Name: Indigo Ranch, formerly known as Froning 121

RE: Preliminary Plat BXPT-24.10

Location: 10319 E 121st Street South. Half (1/2) mile West of South Garnett Road and approximately one quarter (1/4) mile East of South Mingo Road.

STR: Section 36, Township 18N, Range 14E

Applicant: Tanner Consulting, LLC

Request:

Tanner Consulting, LLC is seeking approval for the Preliminary Plat of Indigo Ranch, a development previously referred to as Froning 121.

Site Stats:

Acres: 40.016 +/-	Min. Lot Width: 60 ft*	Min. Dwelling Sq. Ft: 1,700
Number of Lots: 107	Number of Blocks: 6	Reserve Areas: 4

* 27 lots at 60 ft wide, 53 lots at 65 ft wide, and 27 lots at 70 ft wide.

Existing Zoning; Use:

Residential Single-Family (RS-2); Vacant

Abutting Zoning; Use:

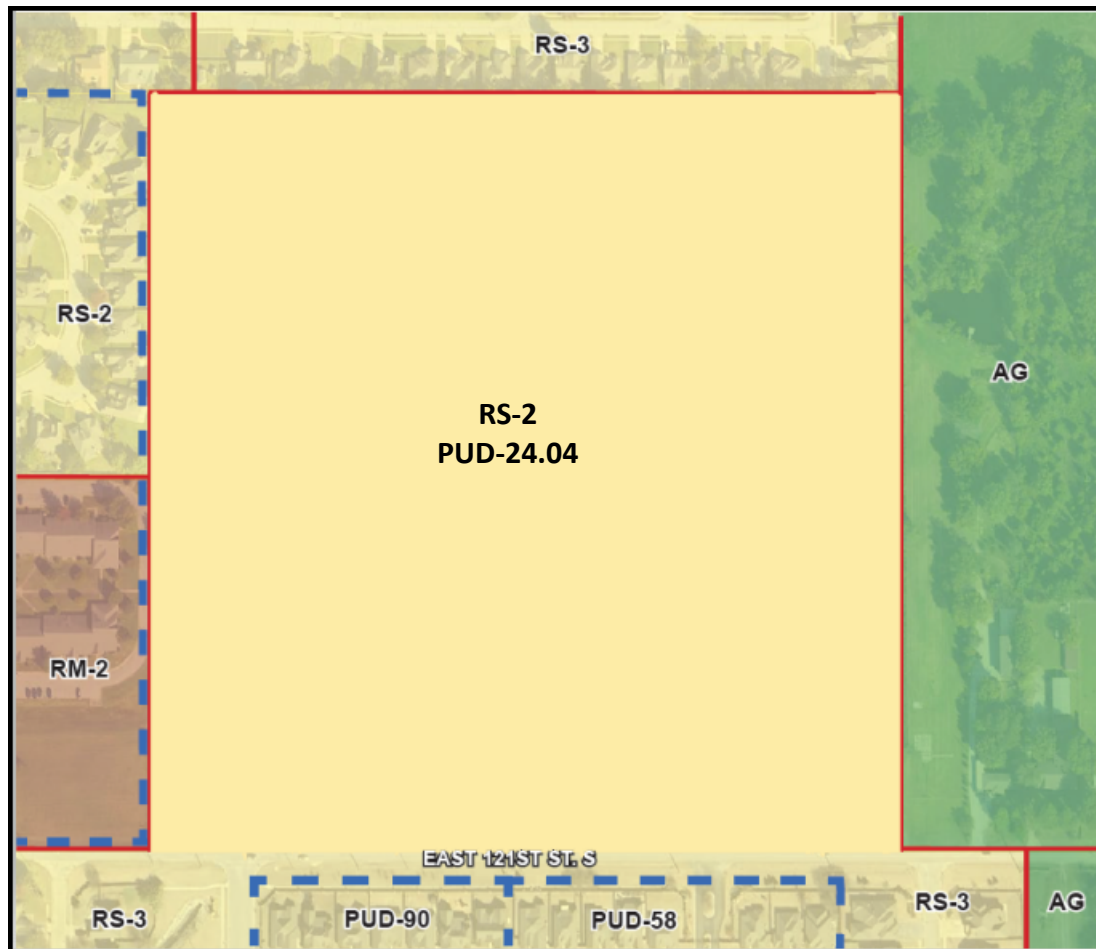
North: Residential Single-Family (RS-3)

West: Residential Single Family (RS-2); Residential Multi-Family (RM-2) Sand Plum Assisted Living

South: Residential Single Family (RS-3) PUD 90 and PUD 58

East: Agriculture (AG), Residential Single Family

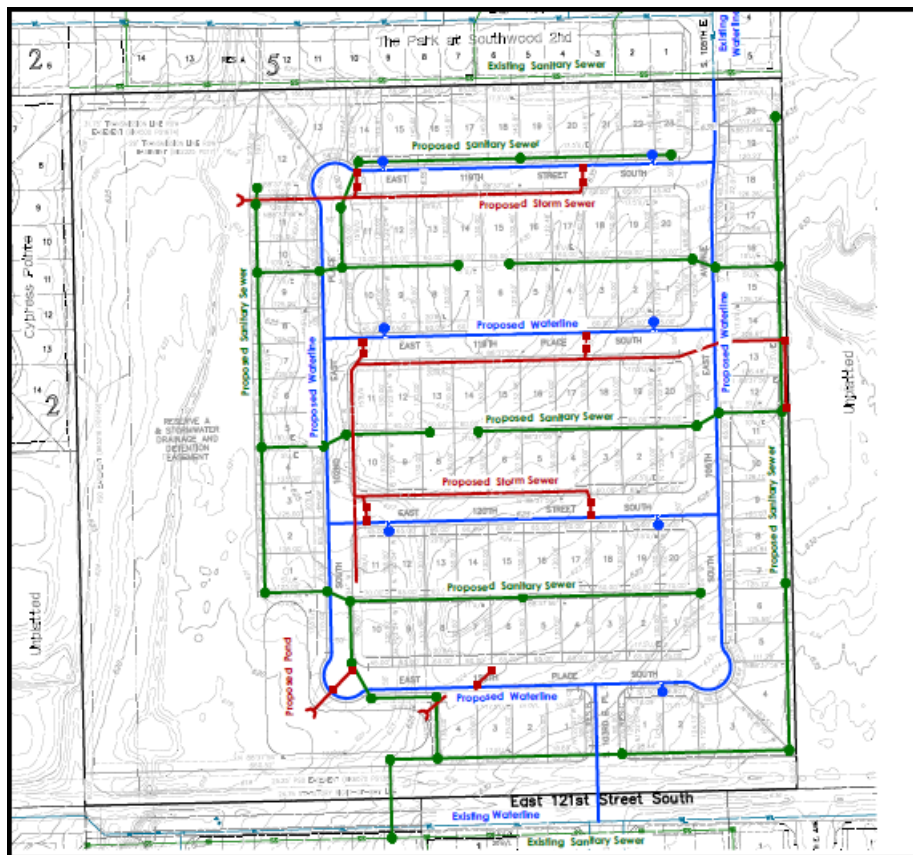
Figure 1: City of Bixby Zoning Map



Utilities/Site Area:

- Water: A 12" water line running East/West along 121st St located on the south side. Also on Bixby GIS to be a 6" water stub on the southeast corner of The Park at Southwood II.
- Sanitary Sewer: A 10" sanitary sewer line running East/West along the south boundary line of The Park at Southwood 2nd and an 8" line running North/South along the East boundary line of Cypress Pointe.
- Stormwater: Stormwater lines are shown to be located within the Chisholm Ranch Development.

Figure 2: Conceptual Utility Plan



Engineering Review Comments: No comments at the time of writing.

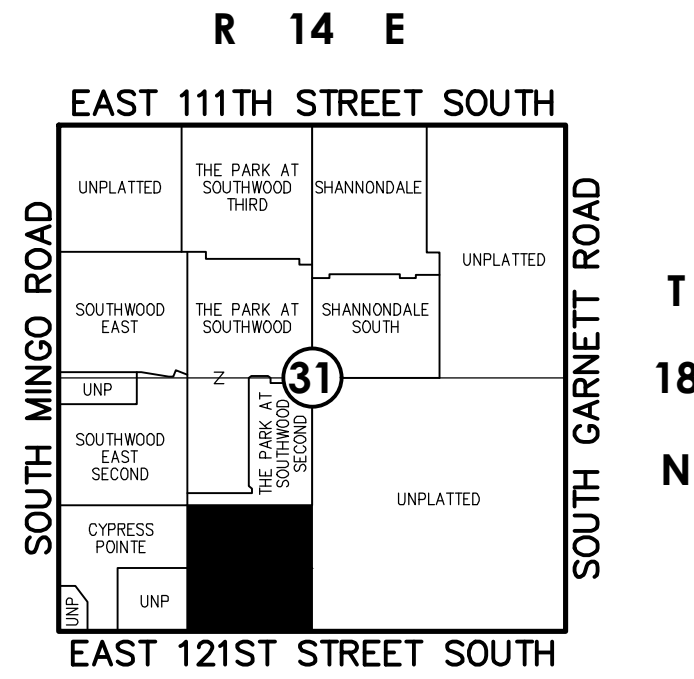
Public Comments: Plats are not subject to public advertising, and no public comments were received at the time of writing.

Staff Comments:

Staff has thoroughly reviewed the Preliminary Plat for the proposed development and finds it consistent with the established development patterns of adjacent and surrounding properties. Additionally, the Preliminary Plat aligns with the standards and conditions set forth in the approved Planned Unit Development (BXPUD-24.04), supporting the intended design and land use objectives of the project.

Figures: Figure 1: City of Bixby Zoning Map
 Figure 2: Conceptual Utility Plan

Attachments: Exhibit A: Preliminary Plat by Tanner Consulting, LLC
 Exhibit B: Deed of Dedication and Restrictive Covenants
 Exhibit C: Conceptual Utility Plan



Location Map

Scale: 1"= 2000'

NORTH

SUBDIVISION CONTAINS:

ONE HUNDRED AND SEVEN (107) LOTS
IN SIX (6) BLOCKS
WITH FOUR (4) RESERVE AREAS

- 27 60' WIDE LOTS
- 53 65' WIDE LOTS
- 27 70' WIDE LOTS

GROSS SUBDIVISION AREA: 40.037 ACRES

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV'T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- 1234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 121ST STREET SOUTH AND SOUTH 105TH EAST BOTH BEING PUBLIC STREETS.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

Curve Table

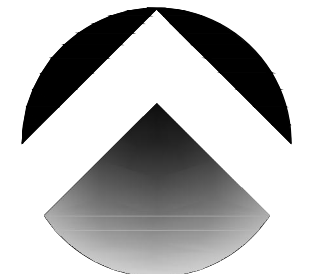
CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBCG(CB)	CHORDDIS(CD)
1	47.12'	30.00'	90°00'00"	N43°37'56"E	42.43'
2	47.12'	30.00'	90°00'00"	N46°22'04"W	42.43'
3	39.27'	25.00'	90°00'00"	N46°22'04"W	35.36'
4	39.27'	25.00'	90°00'00"	N43°37'56"E	35.36'
5	16.09'	25.00'	36°52'12"	N72°55'59"W	15.81'
6	142.89'	50.00'	163°44'23"	N43°37'56"E	98.99'
7	16.09'	25.00'	36°52'12"	N19°48'10"W	15.81'
8	35.03'	775.00'	2°35'23"	N0°04'23"W	35.03'
9	83.46'	725.00'	6°35'45"	N1°55'48"E	83.41'
10	89.22'	775.00'	6°35'44"	N1°55'48"E	89.17'
11	37.45'	725.00'	2°57'36"	N0°06'44"E	37.45'
12	37.98'	25.00'	87°02'24"	N45°06'44"E	34.43'
13	40.40'	25.00'	92°35'23"	N45°04'23"W	36.15'
14	16.09'	25.00'	36°52'12"	N17°04'01"E	15.81'
15	142.89'	50.00'	163°44'23"	N46°22'04"W	98.99'
16	16.09'	25.00'	36°52'12"	N70°11'50"E	15.81'

Preliminary Plat

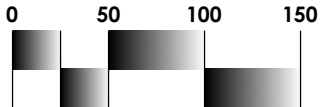
Indigo Ranch

BXPUD-24.04

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF
SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



NORTH



Scale: 1"= 100'
Tanner Consulting

OWNER:

ML Land Development LLC

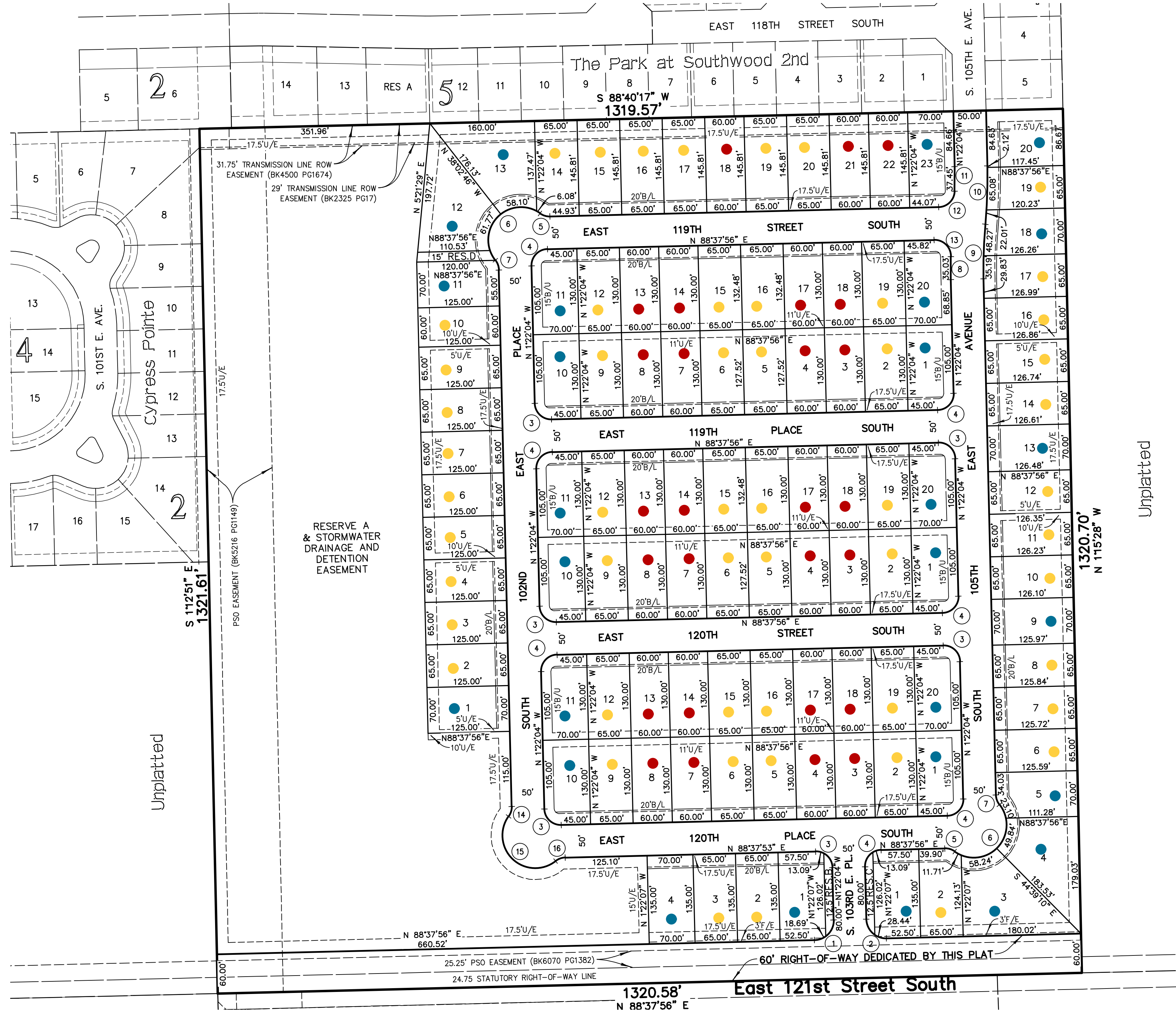
AN OKLAHOMA LIMITED LIABILITY COMPANY
ANGIE MARSHALL, MANAGER
EMAIL: MARLEECR@AOL.COM

8086 South Yale Avenue # 285
Tulsa, Oklahoma 74136
Phone: (918) 698-6767

SURVEYOR/ENGINEER:

Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



DATE OF PREPARATION: October 1, 2024

Indigo Ranch
SHEET 1 OF 3

Preliminary Plat
BXPUD-24.04
Indigo Ranch

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF
SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

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

PER TRUSTEE'S QUIT-CLAIM DEED DATED THE 28TH DAY OF JANUARY, 2004 AND FILED OF RECORD FEBRUARY 27, 2004 IN BOOK 7241 AT PAGES 1950-1951:

SE/4 OF THE SW/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA

POINT OF BEGINNING:

SAID TRACT CONTAINING _____SQUARE FEET OR _____._____ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) 1" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 31;
 - (B) IRON PIN WITH YELLOW CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 31;
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'53" EAST.

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

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC 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 REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE WEST AND NORTH PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF EAST 121ST STREET SOUTH AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATIONS, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE

LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC OR PRIVATE STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
 - THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS AND FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
 - THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
 - ALL WATERLINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
 - THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.
- D. SURFACE DRAINAGE
- EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND THE CITY OF BIXBY, OKLAHOMA.
- E. PAVING AND LANDSCAPING WITHIN EASEMENTS
- THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING

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

F. FENCE AND LANDSCAPE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT TO THE HOMEOWNERS' ASSOCIATION THE FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND OF THE ASSOCIATION. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, IRRIGATION SYSTEMS, LIGHTING, SIGNAGE, AND LANDSCAPING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG LOTS IN THE SUBDIVISION WHICH CONTAIN SUCH EASEMENTS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

G. LIMITS OF NO ACCESS

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

H. STORMWATER DRAINAGE AND DETENTION EASEMENT

- THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC A PERPETUAL AND NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENT ON, OVER AND ACROSS RESERVE A AS DEPICTED ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
- THE STORMWATER DRAINAGE AND DETENTION FACILITIES CONSTRUCTED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS RESERVE A CONTAINING THE EASEMENT IS CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE EASEMENT AREA SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF RESERVE A CONTAINING SUCH EASEMENT SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
 - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- IN THE EVENT THE OWNER OF THE RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF THE EASEMENT AREA OR RESERVE A

CONTAINING SAME TO THE ASSOCIATION. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST RESERVE A, AS SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS OF ALL OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE AREAS A, B, C, AND D ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW). IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS, ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL SUBDIVISION(S) THAT OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS MAY DEVELOP FROM TIME TO TIME. ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL SUBDIVISION(S) SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN THE SUBDIVISION, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS.

B. RESERVE A

RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSES OF PROVIDING STORMWATER DRAINAGE AND DETENTION, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

C. RESERVES B AND C

RESERVES B AND C, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

D. RESERVE D

RESERVE D, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSES OF PEDESTRIAN ACCESS TO RESERVE A, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

E. MAINTENANCE

- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE IMPROVEMENTS AND RECREATIONAL FACILITIES LOCATED THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION IV. HEREOF, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION.
- ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT EAST 121ST STREET SOUTH RIGHT-OF-WAY, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW). AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOWED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.
- IN THE EVENT ANY RESERVE AREA OWNER FAILS TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS; OR THE CITY OF BIXBY PUBLIC

WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS OF ALL OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

F. INDEMNIFICATION OF OWNER AND CITY

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

Preliminary Plat
BXPUD-24.04
Indigo Ranch

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF
SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD 24.04 ("FRONING 121") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD 24.04 WAS PRESENTED DURING A PUBLIC HEARING BEFORE THE CITY OF BIXBY PLANNING COMMISSION ON JULY 15, 2024, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 12, 2024, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2476) APPROVED AUGUST 12, 2024, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

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

NOW, 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 SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD 24.04, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD 24.04 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS

GROSS LAND AREA: 1,743,115 SF 40.016 AC
NET LAND AREA: 1,743,115 SF 40.016 AC
PERMITTED USES: USE UNIT 6 SINGLE-FAMILY DETACHED DWELLING UNITS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.
MAXIMUM NUMBER OF LOTS: 118
MINIMUM LOT WIDTH †: 60 FT ††
MINIMUM LOT SIZE: 6,900 SF
MINIMUM LAND AREA PER DWELLING UNIT: 8,400 SF *
MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT**
OFF-STREET PARKING AND FRONT YARD COVERAGE: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.
MINIMUM LIVABILITY SPACE: 4,000 SF ***
MINIMUM YARD SETBACKS:
FRONT YARD: 20 FT
REAR YARD: 20 FT
SIDE YARD (INTERIOR): 5 FT
SIDE YARD ABUTTING A STREET: 15 FT ****
GARAGE FACING SIDE YARD STREET: 20 FT
OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-2 DISTRICT
MINIMUM DWELLING SIZE: 1,700 SF *****
MINIMUM MASONRY FIRST FLOOR: 100% *****

* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-71-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

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

*** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-5.C OF THE BIXBY ZONING CODE.

**** NO ENCROACHMENT OF 17.5'-WIDTH OR WIDER PERIMETER UTILITY EASEMENTS.

*****SEE STANDARDS PERTAINING TO DWELLINGS FOR ADDITIONAL SPECIFICATIONS.

† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.

†† OF TOTAL LOTS, MAXIMUM OF 25% AT 60 FT, MINIMUM OF 25% AT 70 FT, AND BALANCE AT 65 FT IN WIDTH.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. ACCESS AND CIRCULATION. STREETS SERVING INDIGO RANCH ARE PROPOSED TO BE PUBLIC. HOWEVER, THE DEVELOPMENT WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH AND NO SIDEWALKS, OR SIDEWALKS ON ONE SIDE OF THE STREET. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE

ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

2. SIGNS. RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE 121ST ST. S. STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE NEIGHBORHOOD FENCE ALONG 121ST ST. S. AND CONTAINED WITHIN A FENCE AND LANDSCAPE EASEMENT, TO BE MAINTAINED BY THE MANDATORY HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. SIGNAGE SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

A NEIGHBORHOOD PARK IN SUBSTANTIAL CONFORMITY WITH THAT REPRESENTED ON THE BXPUD 24.04 CONCEPTUAL SITE PLAN SHALL BE REQUIRED, AND SHALL INCLUDE A SPORTSCOURT AND/OR PLAYGROUND AND WALKING TRAILS SUBSTANTIALLY THE LENGTH AS REPRESENTED. A MINIMUM OF 25% OF GROSS LAND AREA SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE NEIGHBORHOOD.

4. A MASONRY LANDSCAPED ENTRY WITH SIGNAGE AND A NEIGHBORHOOD PERIMETER FENCE ALONG 121ST ST. S. SHALL BE INSTALLED. THE PERIMETER FENCE SHALL BE WOOD CAP AND BRICK OR STONE MASONRY COLUMNS. THE BARBED WIRE FENCE (LIKELY INSTALLED WHEN LAND WAS FARMED) SHALL BE REMOVED DURING CONSTRUCTION, ALONG WITH THE PANEL FENCE THAT AT THE CURRENT STUB STREET 105TH E. AVE. TO ALLOW THE STUB STREET TO CONTINUE THROUGH AS DESIGNED. ALONG THE BALANCE OF THE PERIMETERS, STANDARD WOOD STOCKADE PRIVACY FENCES WILL BE INSTALLED WHERE THEY DO NOT CURRENTLY EXIST, AND THE DEVELOPER WILL WORK WITH THE ADJOINING OWNERS, PROVIDED THAT, ALONG THE OPEN SPACE RESERVE AREA AND LOTS BACKING TO IT, FENCES MAY BE TRANSPARENT TO ALLOW VIEW.

5. STANDARDS PERTAINING TO DWELLINGS: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM FINISHED HEATED LIVING AREA AND FIRST-FLOOR MASONRY CONTENT AS SPECIFIED WITHIN DEVELOPMENT STANDARDS SECTION III. MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY. EACH LOT SHALL HAVE INSTALLED AND THEREAFTER MAINTAIN AT LEAST ONE (1) LANDSCAPING TREE. THE FOREGOING STANDARDS SHALL BE INCLUDED IN THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF THE PLAT; ALL OTHER SUCH RESTRICTIONS PERTAINING TO DWELLINGS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR A SIMILARLY-TITLED DOCUMENT.

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

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "INDIGO RANCH", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "INDIGO RANCH", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

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

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PUD RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD 24.04 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD 24.04 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN 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 RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN "INDIGO RANCH" OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

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

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON AUGUST 12, 2024.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS
DAY OF _____, 2025.

ML LAND DEVELOPMENT LLC,

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
ANGIE MARSHALL, MANAGER

BY: _____
DAVID LEE, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED ANGIE MARSHALL AND DAVID LEE, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THE NAME OF ML LAND DEVELOPMENT LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGERS, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF ML LAND DEVELOPMENT LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC



CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2025.

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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

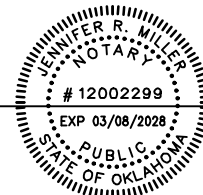
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC





City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: Planning Commission

From: Joey Wiedel, Development Services Director/Interim City Manager
Gladys Gill, Assistant Planner I

Date: November 18, 2024

Name: Pecan Meadows

RE: Preliminary Plat BXPT-24.11

Location: 16400 Block of South Sheridan Road. On the east side of South Sheridan Road approximately one quarter (1/4) mile south of East 161st Street South.

STR: Section 26, Township 17N, Range 13E

Applicant: Tanner Consulting, LLC

Request:

Tanner Consulting, LLC, is formally requesting the approval of the Preliminary Plat for Pecan Meadows, a residential development zoned RS-2 with supplemental zoning PUD-48. This Preliminary Plat has previously received approval from the Planning Commission on May 15, 2006, as well as from the City Council on May 22, 2006. This submission serves as a good-faith effort to reintroduce Pecan Meadows and reaffirm its commitment to advancing the project in alignment with community development goals.

Site Stats:

Acres: 39.912 +/-	Min. Lot Width: 70 ft.*	Min. Lot Size: 8,400 sf.**
Number of Lots: 95	Number of Blocks: 5	Reserve Areas: 4

* A mixture of lot sizes is proposed, with the average lot size being 75 ft.

**The average lot size proposed is 9,750 sf.

Existing Zoning; Use:

Residential Single-Family (RS-2): PUD-48; Vacant

Abutting Zoning; Use:

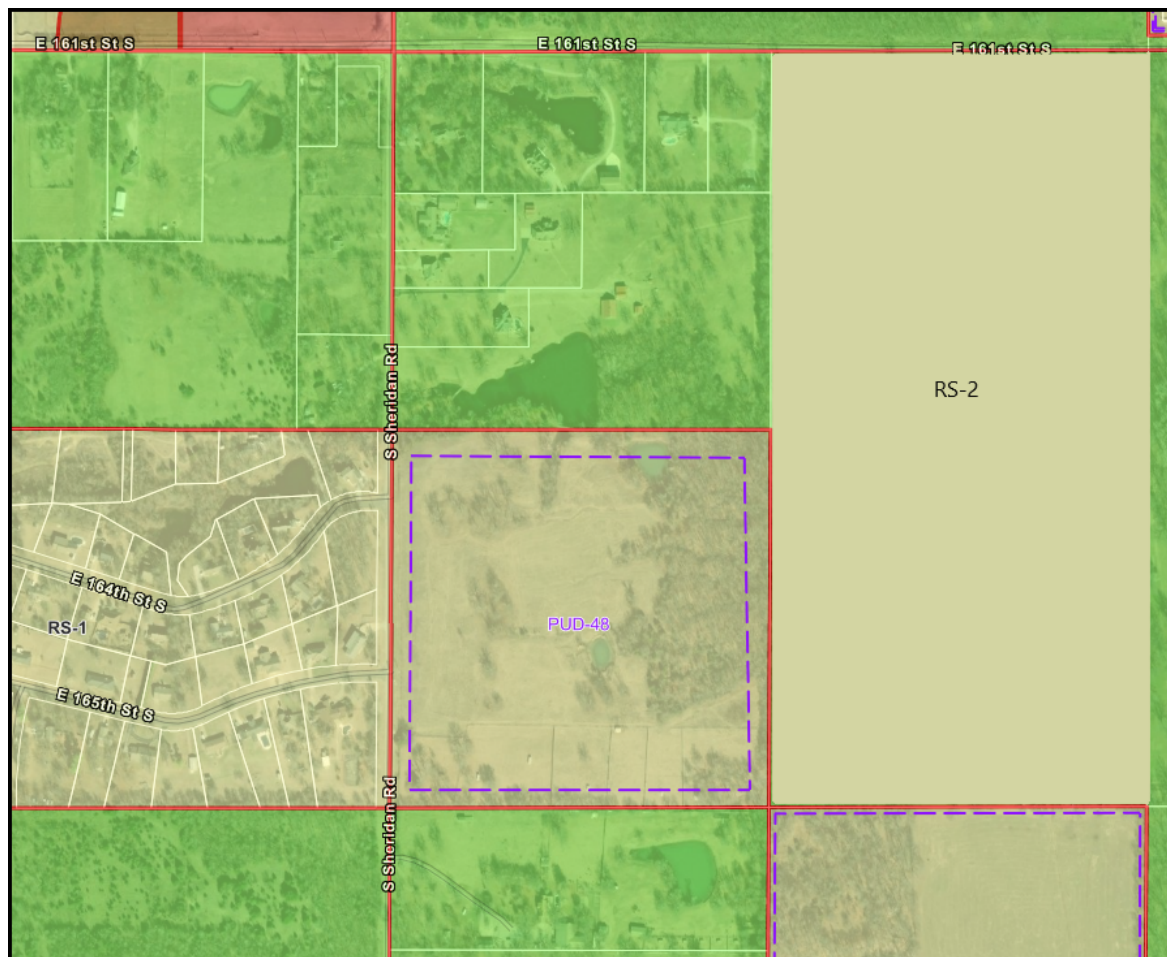
North: (AG) Agriculture: Single-Family Dwellings

West: (RS-1) Residential Single-Family: Atkinson Acres

South: (AG) Agriculture: Single-Family Dwellings; (RS-3) Residential Single-Family: The Preserve BXPUD-22.05

East: Residential Single-Family (RS-2): Vacant (Spartan Crossings)

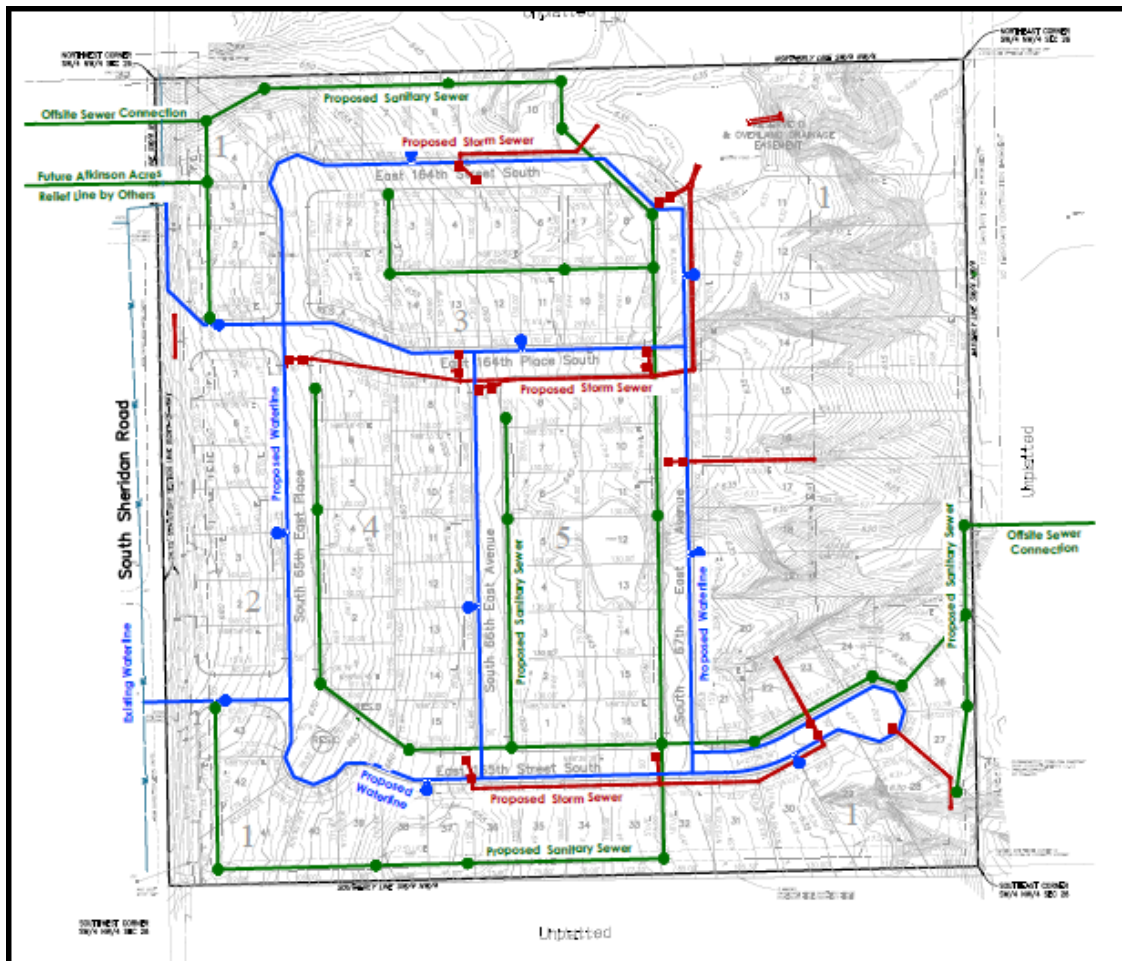
Figure 1: City of Bixby Zoning Map



Utilities/Site Area:

- Water: A 12" and 2" water line running North/South along South Sheridan Road located on the east side.
- Sanitary Sewer: A 6" sanitary sewer line running North/South along South Sheridan Road located on the east side servicing Atkinson Acres.
- Stormwater: Stormwater lines are shown to be located within the Pecan Meadows Development.

Figure 2: Conceptual Utility Plan



Engineering Review Comments: No comments at the time of writing.

Public Comments: Plats are not subject to public advertising, and no public comments were received at the time of writing.

Staff Comments:

Staff has thoroughly reviewed the Preliminary Plat for the proposed development, which has been updated to incorporate the recommendations provided by Engineering, Planning Commission, and City Council in 2006. The Preliminary Plat also aligns with the standards and conditions outlined in the approved Planned Unit Development (PUD-48), reinforcing the intended design and land use objectives of the project.

Figures: Figure 1: City of Bixby Zoning Map
 Figure 2: Conceptual Utility Plan

Attachments: Exhibit A: Preliminary Plat by Tanner Consulting, LLC
 Exhibit B: Deed of Dedication and Restrictive Covenants
 Exhibit C: Conceptual Utility Plan
 Exhibit D: Planning Commission Meeting Minutes dated 05/15/2006.
 Exhibit E: City Council Meeting Minutes dated 05/22/2006.

Preliminary Plat

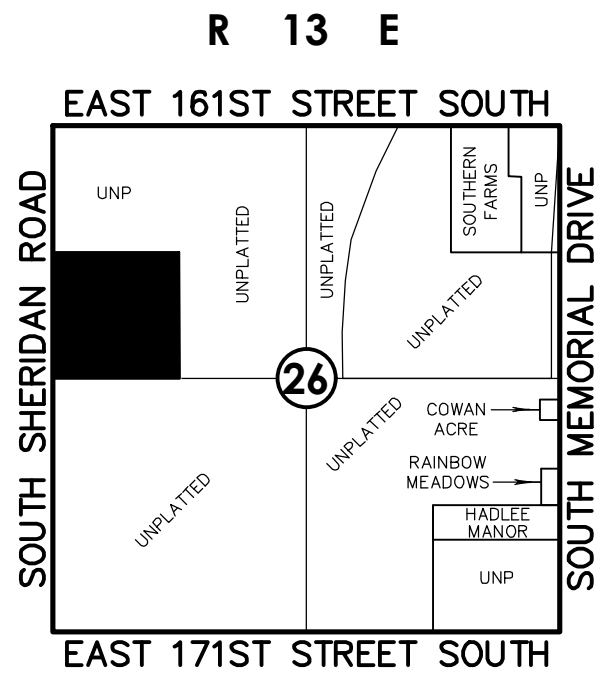
PUD 48

OWNER:
[Corporate Entity Name]
[CORPORATE ENTITY STATE AND TYPE]
CONTACT: DANIEL RUHL
EMAIL: ASHERHOMES.DR@GMAIL.COM
9128 South Braden Avenue
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Pecan Meadows

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-SIX (26),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA



Location Map

Scale: 1"= 2000'

SUBDIVISION CONTAINS:

NINETY-FIVE (95) LOTS
IN FIVE (5) BLOCKS
WITH FOUR (4) RESERVE AREAS

GROSS SUBDIVISION AREA: 39.912 ACRES

Basis of Bearings

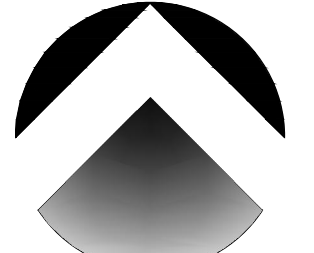
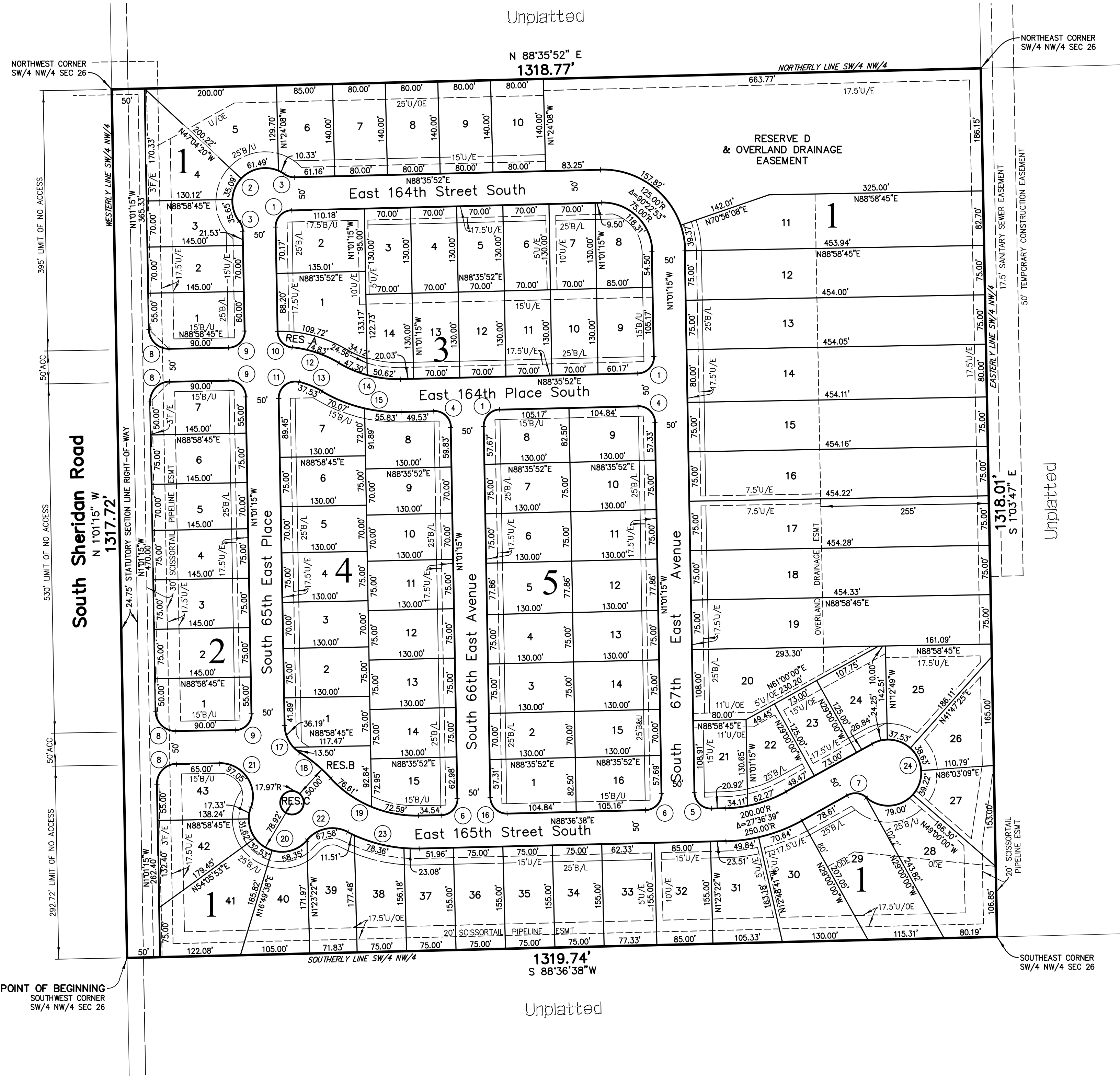
THE BASIS OF BEARINGS FOR THE PROPERTY DEPICTED HEREON IS A BEARING OF N 101°15' W ALONG THE WESTERLY LINE OF SECTION 26, T-17-N R-13-E, BASED ON SECTION BREAKDOWN BY THIS FIRM AND STATE PLANE COORDINATES ADJUSTED TO GROUND LEVEL.

Curve Information

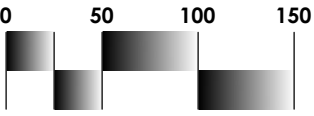
CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)
1	39.10'	25.00'	89°37'07"
2	142.56'	50.00'	163°21'30"
3	16.09'	25.00'	36°52'12"
4	39.44'	25.00'	90°22'53"
4	39.44'	25.00'	90°22'53"
5	39.43'	25.00'	90°22'08"
6	39.11'	25.00'	89°37'53"
7	30.77'	25.00'	70°31'44"
8	47.12'	30.00'	90°00'00"
9	39.27'	25.00'	90°00'00"
10	36.14'	25.00'	82°49'09"
11	45.59'	25.00'	104°28'39"
12	74.83'	175.00'	24°29'57"
13	37.53'	125.00'	171°12'09"
14	97.93'	175.00'	32°03'41"
15	125.90'	225.00'	32°03'41"
16	39.43'	25.00'	90°22'07"
17	49.69'	50.00'	56°56'39"
18	60.57'	225.00'	15°25'30"
19	149.20'	175.00'	48°50'58"
20	139.83'	50.00'	160°13'47"
21	97.05'	50.00'	111°12'44"
22	67.56'	50.00'	77°24'47"
23	112.96'	225.00'	28°45'51"
24	218.63'	50.00'	250°31'44"

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH SHERIDAN ROAD BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.



NORTH



Scale: 1"= 100'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE AND LANDSCAPE EASEMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
U/OE	UTILITY & OVERLAND DRAINAGE EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

FINAL PLAT
CERTIFICATE OF APPROVAL

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

on _____

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

Pecan Meadows

SHEET 1 OF 3

DATE OF PREPARATION: October 1, 2024

Preliminary Plat

PUD 48

Pecan Meadows

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-SIX (26),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

[CORPORATE ENTITY NAME], A/N [CORPORATE ENTITY STATE AND TYPE], HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE NORTH 1°01'15" WEST AND ALONG THE WEST LINE OF THE SW/4 NW/4, FOR A DISTANCE OF 1317.72 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SW/4 NW/4; THENCE NORTH 88°35'52" EAST AND ALONG THE NORTH LINE OF THE SW/4 NW/4, FOR A DISTANCE OF 1318.77 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE SW/4 NW/4; THENCE SOUTH 1°03'47" EAST AND ALONG THE EAST LINE OF THE SW/4 NW/4, FOR A DISTANCE OF 1318.01 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE SW/4 NW/4; THENCE SOUTH 88°36'38" WEST AND ALONG THE SOUTHEAST LINE OF THE SW/4 NW/4, FOR A DISTANCE OF 1319.74 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,738,566 SQUARE FEET OR 39.912 ACRES.
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83)

[CORPORATE ENTITY NAME], A/N [CORPORATE ENTITY STATE AND TYPE], HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "PECAN MEADOWS", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

- A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**
- THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC 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 REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.
- B. UNDERGROUND SERVICE**
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE WEST AND NORTH PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF SOUTH SHERIDAN ROAD AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATIONS, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE

- LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.
- C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE**
1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC OR PRIVATE STORM SEWER FACILITY. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
2. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS AND FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
3. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
4. ALL WATERLINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
5. THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

- D. SURFACE DRAINAGE**
- EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND THE CITY OF BIXBY, OKLAHOMA.
- E. PAVING AND LANDSCAPING WITHIN EASEMENTS**
- THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- F. FENCE AND LANDSCAPE EASEMENTS**
- THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT TO THE HOMEOWNERS' ASSOCIATION THE FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS

DESIGNATED AS "F/E" ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND OF THE ASSOCIATION. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, IRRIGATION SYSTEMS, LIGHTING, SIGNAGE, AND LANDSCAPING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG LOTS IN THE SUBDIVISION WHICH CONTAIN SUCH EASEMENTS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

- G. LIMITS OF NO ACCESS**
- THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.
- H. OVERLAND DRAINAGE EASEMENTS**
1. **THE OWNER/DEVELOPER** HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENTS ON, OVER AND ACROSS THOSE AREAS AS DEPICTED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
2. THE STORMWATER DRAINAGE AND DETENTION FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
4. THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA AS SUBJECT TO AN OVERLAND DRAINAGE EASEMENT. MAINTENANCE OF THE EASEMENT AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREAS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE EASEMENT AREAS SHALL BE KEPT FREE OF DEBRIS.
 - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA, AS SUBJECT TO THE OVERLAND DRAINAGE EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA, AS SUBJECT TO THE EASEMENT. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA, AS SUBJECT TO THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA, AS SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

- A. PURPOSE**
- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE AREAS A, B, C, AND D ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW). IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS, ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL SUBDIVISION(S) THAT OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS MAY DEVELOP FROM TIME TO TIME. ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL SUBDIVISION(S) SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN THE SUBDIVISION, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS.
- B. RESERVE D**
- RESERVE D, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSES OF PROVIDING STORMWATER DRAINAGE AND DETENTION, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).
- C. RESERVES A, B, AND C**
- RESERVES A, B, AND C, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).
- D. MAINTENANCE**
1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE IMPROVEMENTS AND RECREATIONAL FACILITIES LOCATED THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION IV. HEREOF, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION.
2. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT SOUTH SHERIDAN ROAD RIGHT-OF-WAY, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW). AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOWED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.
3. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS OF ALL OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.
- E. INDEMNIFICATION OF OWNER AND CITY**
- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) AGREES TO HOLD HARMLESS THE DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

Preliminary Plat

PUD 48

Pecan Meadows

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-SIX (26),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD 48 ("PECAN MEADOWS") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. PUD 48 WAS PRESENTED DURING A PUBLIC HEARING BEFORE AND RECOMMENDED FOR APPROVAL BY THE CITY OF BIXBY PLANNING COMMISSION ON NOVEMBER 28, 2005, AND APPROVED BY THE BIXBY CITY COUNCIL ON DECEMBER 12, 2005, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 927) APPROVED DECEMBER 12, 2005, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

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

NOW, 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 SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD 48, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD 48 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS

LAND AREA: (APPROXIMATE) 40.00 ACRES
PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN USE UNIT [6] OF THE CITY OF BIXBY ZONING CODE, ALONG WITH CUSTOMARY ACCESSORY USES, INCLUDING BUT NOT LIMITED TO LANDSCAPED ENTRANCES, NEIGHBORHOOD SWIMMING POOL AND RECREATION AREA AND OTHER USES WHICH MAY BE INCIDENTAL THERETO.
MAXIMUM NUMBER OF DWELLING UNITS: 95
MINIMUM LOT WIDTH: 70 FT*
MINIMUM LOT AREA: 8,400 SF
MAXIMUM BUILDING HEIGHT: 35 FT
OFF-STREET PARKING: TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT.
MINIMUM YARD REQUIREMENTS:
FRONT PROPERTY LINE ABUTTING A STREET: 25 FT
SIDE PROPERTY LINE ABUTTING A STREET: 5 FT
SIDE PROPERTY LINE NOT ABUTTING A STREET: 5 FT
FROM REAR PROPERTY LINE: 20 FT
PUBLIC STREETS: MINIMUM RIGHT-OF-WAY WIDTH OF 50 FEET WITH 26 FEET OF PAVING.**
SIGNS: ONE ENTRY IDENTIFICATION SIGN SHALL BE PERMITTED AT EACH ENTRY WITH A MAXIMUM OF 32 SQUARE FEET OF DISPLAY SURFACE AREA AT EACH ENTRANCE OF THE DEVELOPMENT.
* LOT WIDTH ON A CURVE OR CUL-DE-SAC SHALL BE MEASURED BY THE AVERAGE LOT WIDTH OF THE FRONT AND REAR PROPERTY LINES.
** SHALL BE CONSTRUED TO MEET THE STANDARDS OF THE CITY OF BIXBY FOR MINOR RESIDENTIAL PUBLIC STREETS.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "PECAN MEADOWS", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "PECAN MEADOWS", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

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

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PUD RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD 48 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO PUD 48 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN 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 RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN "PECAN MEADOWS" OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

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

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON DECEMBER 12, 2005.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF _____, 2025.

[CORPORATE ENTITY NAME],
AN [CORPORATE ENTITY STATE AND TYPE]

BY: _____
[NAME], [TITLE]

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 _____, 2025, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THE NAME OF _____, TO THE FOREGOING INSTRUMENT, AS ITS _____, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF _____ FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

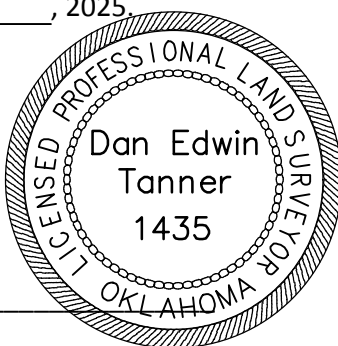


03/08/2028
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.



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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028
MY COMMISSION EXPIRES NOTARY PUBLIC



Conceptual Utility Plan

PUD 48

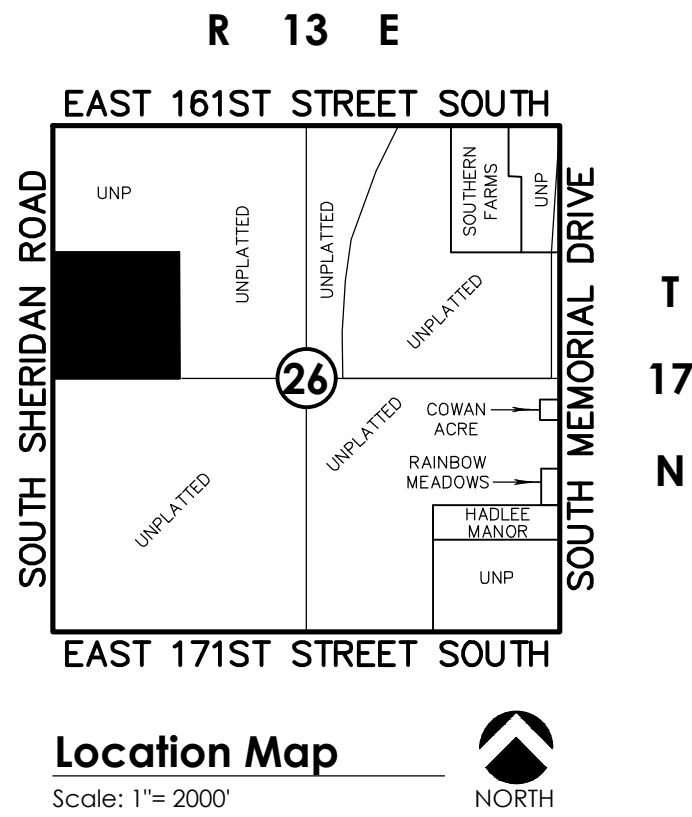
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

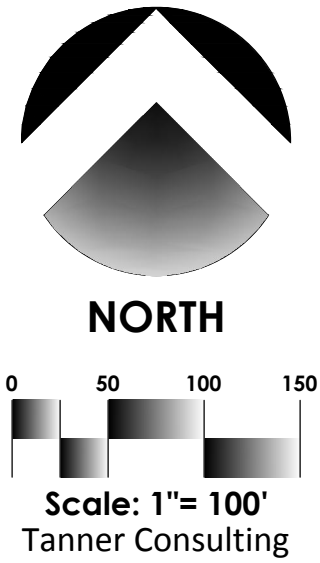
OWNER:
[Corporate Entity Name]
[CORPORATE ENTITY STATE AND TYPE]
CONTACT: DANIEL RUHL
EMAIL: ASHERHOMES.DR@GMAIL.COM
9128 South Braden Avenue
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

Pecan Meadows

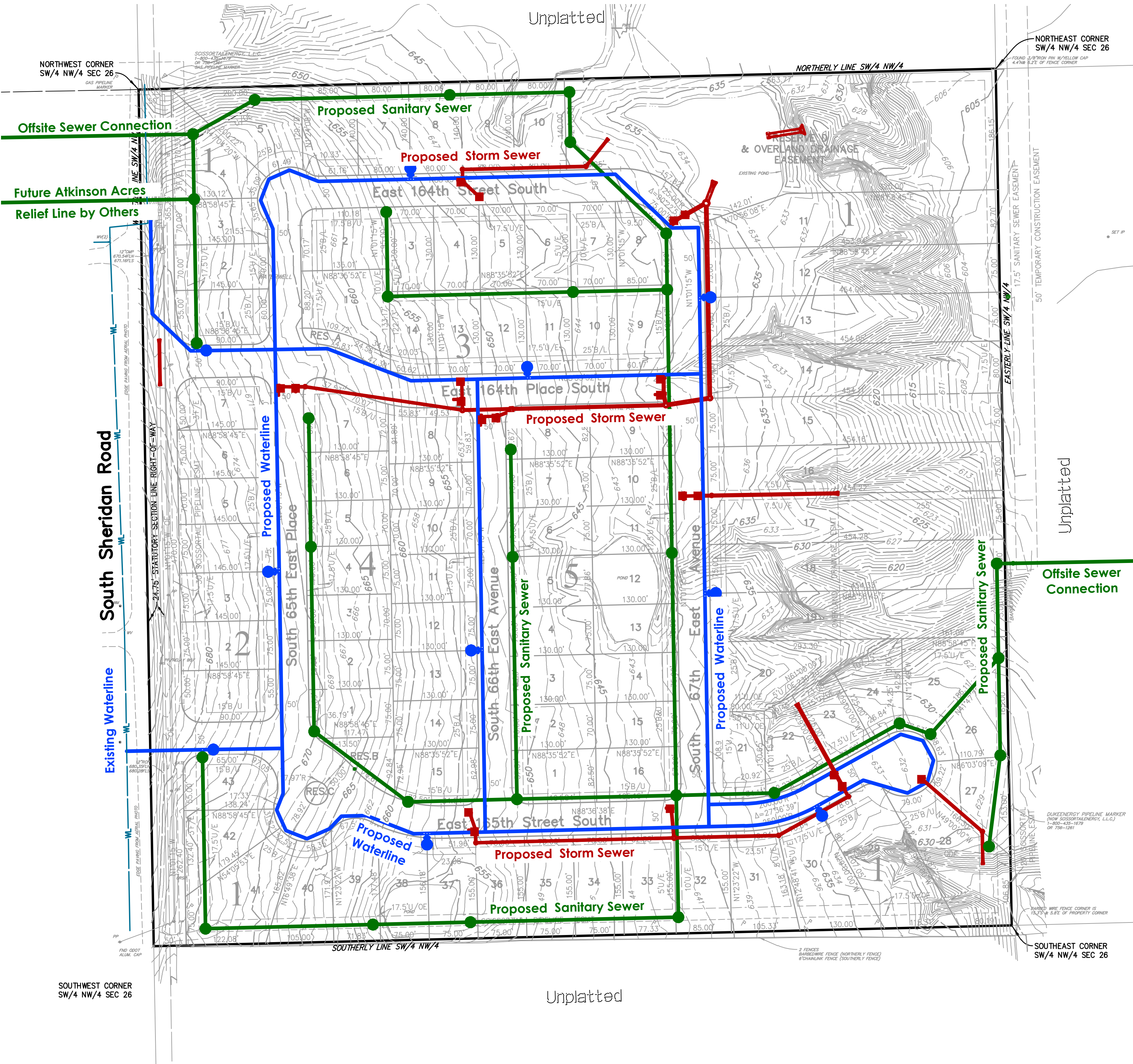
ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-SIX (26),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA



SUBDIVISION CONTAINS:
NINETY-FIVE (95) LOTS
IN FIVE (5) BLOCKS
WITH FOUR (4) RESERVE AREAS
GROSS SUBDIVISION AREA: 39.912 ACRES



- LEGEND
- | | |
|-------|----------------------------------|
| B/L | BUILDING LINE |
| B/U | BUILDING LINE & UTILITY EASEMENT |
| BK PG | BOOK & PAGE |
| CB | CHORD BEARING |
| CD | CHORD DISTANCE |
| CL | CENTERLINE |
| Δ | DELTA ANGLE |
| DOC | DOCUMENT |
| ESMT | EASEMENT |
| F/E | FENCE AND LANDSCAPE ESMT |
| LNA | LIMITS OF NO ACCESS |
| ODE | OVERLAND DRAINAGE EASEMENT |
| RES. | RESERVE |
| R/W | RIGHT-OF-WAY |
| U/E | UTILITY EASEMENT |
| 1234 | ADDRESS ASSIGNED |
-
- | | |
|--|---------------------------------|
| | PROPOSED FIRE HYDRANT |
| | PROPOSED SANITARY SEWER MANHOLE |
| | PROPOSES STORM SEWER INLET |



Davis moved to continue BZ-316 to July 17th, 2006 with the requirement that it be re-advertised, Campbell seconded.

VOTING FOR: Trowbridge, Campbell, Davis, Sherrill

VOTING AGAINST: none

ABSTAINING: none

MOTION PASSED: 4-0-0

Chairman Sherrill announced that tonight was Bill Campbell's last night on the Bixby Planning Commission and thanked him for 12 years of service.

4. Discussion and possible action to approve a Revised Preliminary Plat for Pecan Meadows.

STAFF REPORT

Engineer's Comments:

- Conceptual Utility Layout for water and sanitary sewer is in accordance with previous site development review.
- The initial drainage review has been completed. Based on those comments and additional site changes by the developer, a revised Drainage Plan and Report is required. Conceptual utility plans do not show overall Detention Plan
- The location of the driveway in relation to the Atkinson Acres driveway is not shown. Previous submittal indicated that the drives will either line up directly and/or be offset at sufficient distance to preclude conflicts between opposing movements out of the drives. This information should be verified and formally submitted.

Fire Marshal's Comments:

- Fire hydrant in the Cul-de-sac on lots 23 and 24 needs to be moved to lots 29 and 30 so the hydrant can be seen from a distance when approaching the cul-de-sac. This will bump the hydrant on lots 34 and 35 to lots 37 and 38.
- A final hydrant layout will need to be approved by the Fire Marshal

TAC Comments:

- The main concern from the members of TAC was that the u/e be 17.5' instead of 15' on the interior lots since the developer wants all utilities to be located at the front of the lot.

Staff recommends approval.

No public comment

Campbell made a motion to approve the plat, Trowbridge seconded.

VOTING FOR: Campbell, Davis, Trowbridge, Sherrill

VOTING AGAINST: none

ABSTAINING: none

MOTION APPROVED: 4-0-0

5. Discussion and possible action to approve BL-338; a lot split on a tract of land just South of the Arkansas River on the East side of Memorial; JR Donnelson applicant.

Bowen Yes

Mayor Bowen said Item #8 on the Regular Agenda is:

Discuss and/or approve awarding bid for Controlled Access System for City Hall to Direct Communications at a cost of \$86,400.00.

Chief Anthony Stephens

Presented by Assistant City Manager, Mike Webster

Item moved to the end of meeting.

Mayor Bowen said Item #9 on the Regular Agenda is:

Discuss and/or approve Lot Split on a tract of land just South of the Arkansas River and on the East Side of Memorial, J.R. Donelson, applicant.

Jim Coffey, City Planner

Presented by Jim Coffey

Daniels made motion to approve, seconded by Todoroff

Carried 3-0

Daniels Yes

Todoroff Yes

Bowen Yes

Mayor Bowen said Item #10 on the Regular Agenda is:

Discuss and/or approve Revised Preliminary Plat for Pecan Meadows.

Jim Coffey, City Planner

Presented by Jim Coffey

Todoroff made motion to approve, seconded by Daniels.

Carried 3-0

Todoroff Yes

Daniels Yes

Bowen Yes

Mayor Bowen said Item #11 on the Regular Agenda is:

Discuss and/or approve accepting off-site utility easement for Pecan Meadows Sewer Project on the Robinson property along Memorial and 161st Street, part of the joint agreement with the City and the developer of Pecan Meadow.

Jim Coffey, City Planner