



City of Bixby Planning Commission Meeting Agenda

Chairman Jason Mohler
Vice Chair Josh Nave
Commissioner Tom Holland
Commissioner Lance Whisman
Commissioner Eric Covey

Tuesday, January 20, 2026

6:00 PM

Bixby Municipal Building
111 N. Cabaniss Ave.
Bixby, OK 74008

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

- 1) Consider and approve the minutes from the Planning Commission Meeting held on December 15, 2025.

Public Hearing

- 1) Discussion, consideration, and possible recommendation to the Bixby City Council for approval of Major Comprehensive Plan Amendment (Case No. BXCP-25.04), amending the City of Bixby Comprehensive Plan Future Land Use Map by changing the designation from Low Density Residential to Commercial, for approximately 2.5± acres of unplatted property located near South 80th East Avenue, on the south side of East 131st Street South, Bixby, Tulsa County, Oklahoma.
- 2) Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of Rezone (Case No. BXZO-25.09), a request to rezone approximately 2.5 acres located near South 80th East Avenue on the south side of East 131st Street South, from Agriculture (AG) to Commercial General (CG).
- 3) Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Preliminary Plat for Greyhawk Phase I (Case No. BXPT-25.13), a proposed residential subdivision located approximately one-half mile east

of South Mingo Road along East 131st Street, within the City of Bixby, Tulsa County, Oklahoma.

- 4) Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Preliminary Plat for Greyhawk Village (Case No. BXPT-25.13 Village), a proposed gated residential subdivision located approximately a quarter mile east of South Mingo Road along East 131st Street, within the City of Bixby, Tulsa County, Oklahoma.
- 5) Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Final Plat for the Bixby Performing Art Center (Case No. BXPT-25.06 FP), a commercial development located at 19 North Montgomery Street, within the City of Bixby, Tulsa County, Oklahoma.
- 6) Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Final Plat for City West (Case No. BXPT-23.15 FP), a commercial development located approximately 200 feet west of the northwest corner of East 151st Street South and South Sheridan Road, within the City of Bixby, Tulsa County, Oklahoma.

New Business

Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board on January 16, 2025, on or before 6:00 p.m., at City Hall, 111 N. Cabaniss Ave., Bixby, Oklahoma.

Respectfully Submitted

Gladys Gill
Assistant Planner

For Special Accommodations

Individuals requiring special accommodations to participate in this meeting must contact Shannon Duran, City Clerk, at 111 N. Cabaniss 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
111 N. Cabaniss Ave.,
Bixby, OK 74008
December 15, 2025 at 6:00 PM

Call to Order

Chairman Jason Mohler called the meeting to order at approximately 6:16 p.m.

Roll Call

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

Members Present

Chairman Jason Mohler
Vice Chair Josh Nave
Commissioner Tom Holland
Commissioner Lance Whisman
Commissioner Erik Covey

A quorum was present.

Staff Present:

John Hammons, City Attorney
Gladys Gill, Assistant Planner

Consent Agenda

Chairman Mohler called for a motion to approve Item 1 on the Consent Agenda. Vice Chair Nave moved to approve, with Commissioner Covey seconding the motion. The vote was taken with the following results:

Ayes: Nave, Covey, Whisman, Holland, Mohler
Nays: None

Motion carried 5–0.

Consider and approve the minutes from the Planning Commission Meeting held on November 17, 2025.

Public Hearing

Discussion, consideration, and possible recommendation to the Bixby City Council for approval of Major Comprehensive Plan Amendment Case No. BXCP-25.03, amending the City of Bixby Comprehensive Plan Future Land Use Map by changing the designation from Rural Agriculture to Medium Density Residential, for approximately 69± acres of unplatted land located at 16600 S. Mingo Road, Bixby, Tulsa County, Oklahoma.

Chairman Mohler introduced Item 1 on the agenda for discussion. Mrs. Gill presented her staff report on Items 1 and 2 and recommended approval of both the Comprehensive Plan and the Rezoning.

The applicant concurred with the staff recommendation.

After discussion, Chairman Mohler asked for a motion on Item 1. Vice Chair Nave made a motion to recommend approval to the City Council, subject to staff recommendations. Motion was seconded by Chairman Mohler. The vote was taken with the following results:

Ayes: Nave, Mohler, Holland
Nays: Covey, Whisman

Motion carried 3-2

Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of Rezone Case No. BXZO-25.10, a request to rezone approximately 69± acres of unplatted land located at 16600 S. Mingo Road, Bixby, Tulsa County, Oklahoma, from Agriculture (AG) to Residential Single-Family (RS-3).

With no further comments from staff, the applicant, or the public, Chairman Mohler asked the board for further comments on the proposed rezone.

After discussion and comments regarding zoning standards and development practices, Chairman Mohler asked for a motion on Item 2. Commissioner Holland made a motion to recommend denial to the City Council. Motion was seconded by Commissioner Whisman. The vote was taken with the following results:

Ayes: Holland, Whisman, Covey
Nays: Nave, Mohler

Motion to deny carried 3-2

Discussion, consideration, and possible recommendation to the Bixby City Council for approval of Major Comprehensive Plan Amendment Case No. BXCP-25.04, amending the City of Bixby Comprehensive Plan Future Land Use Map by changing the designation from Low Density Residential to Commercial, for approximately 2.5± acres of unplatted property located

near South 80th East Avenue, on the south side of East 131st Street South, Bixby, Tulsa County, Oklahoma.

Commissioner Nave recused himself from Items 3 and 4.

Chairman Mohler introduced Item 3 on the agenda for discussion. Mrs. Gill presented her staff report on Items 3 and 4 and recommended approval of both the Comprehensive Plan and the Rezoning.

The applicant concurred with the staff recommendation. Public comment was received.

After discussion, Chairman Mohler made a motion to table the item to allow the applicant to return with additional information. The motion was seconded by Commissioner Whisman. The vote was taken with the following results:

Ayes: Mohler, Whisman, Covey

Nays: Holland

Motion to table carried 3-1

Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of Rezone Case No. BXZO-25.09, a request to rezone approximately 2.5 acres located near South 80th East Avenue on the south side of East 131st Street South, from Agriculture (AG) to Commercial General (CG).

No action was taken due to Item 3 being tabled.

Commissioner Nave returned to the meeting.

Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Preliminary Plat for Reserve at 151, Case No. BXPT-25.12, a proposed mixed-use development located on the north side of East 151st Street South, between North Montgomery Avenue and North Riverview Drive, within the City of Bixby, Tulsa County, Oklahoma.

Chairman Mohler introduced Item 5 on the agenda for discussion. Mrs. Gill presented her staff report on Item 5 and recommended approval, subject to staff comments.

The applicant concurred with the staff recommendation.

No public comment was received.

Chairman Mohler asked for a motion on Item 5. Commissioner Whisman made a motion to recommend approval to the City Council, subject to staff recommendations. Motion was seconded by Commissioner Holland. The vote was taken with the following results:

Ayes: Whisman, Holland, Covey, Nave, Mohler

Nays: 0

Motion carried 5-0

Discussion, consideration, and possible action on the first Minor Amendment to Planned Unit Development, case number PUD-52 MI.01, for Sheridan Hollow, located near the northeast corner of East 121st Street South and South Sheridan Road, City of Bixby, Oklahoma.

Chairman Mohler introduced Item 6 on the agenda for discussion. Mrs. Gill presented her staff report on Items 6 and 7 and recommended approval, subject to staff comments, including recorded drainage agreements, compliance with amended PUD standards, and final plat approval prior to issuance of building permits.

One nearby resident addressed the Commissioners and stated that they had concerns pertaining to drainage in the area.

After discussion, Chairman Mohler asked for a motion on Item 6. Commissioner Whisman made a motion to recommend approval to the City Council, subject to staff recommendations. Motion was seconded by Commissioner Holland. The vote was taken with the following results:

Ayes: Whisman, Holland, Covey, Nave, Mohler

Nays: 0

Motion carried 5-0

Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Preliminary Plat for Sheridan Hollow, Case No. BXPT-25.11, a proposed residential development located near the northeast corner of East 121st Street South and South Sheridan Road, City of Bixby, Oklahoma.

Chairman Mohler introduced Item 7 on the agenda for discussion.

Seeing no new comments, Chairman Mohler asked for a motion on Item 7. Commissioner Whisman made a motion to recommend approval to the City Council, subject to staff recommendations. Motion was seconded by Chairman Mohler. The vote was taken with the following results:

Ayes: Whisman, Mohler, Covey, Holland, Nave

Nays: 0

Motion carried 5-0

Discussion, consideration, and possible recommendation to the Bixby City Council regarding approval of a Final Plat for 126 Medical Park, Case No.

BXPT-25.09 FP, a proposed commercial development located at 12409 South Memorial Drive, City of Bixby, Oklahoma.

Chairman Mohler introduced Item 8 on the agenda for discussion.

Mrs. Gill recommended that the board table item 8 because the Final Plat still had major engineering comments to address before the plat can be considered by Planning Commission.

Item 8 was tabled.

New Business

Staff had no new business to discuss.

However, Chairman Mohler requested that staff coordinate a Planning Commission work session for the purpose of discussing Planned Unit Developments (PUDs) and other zoning-related issues requiring clarification. Staff agreed to schedule the work session, with the date to be announced.

Adjournment

Adjournment called at 8:57 PM.



STAFF REPORT

TO: Planning Commission

FROM: Gladys Gill, Assistant Planner

DATE: January 20, 2026

NAME: Scoggins

CASE(S): **MAJOR COMP PLAN AMENDMENT | BXCP-25.04**
RE-ZONE | BXZO-25.09

LOCATION: 7980 E 131st Street S, Bixby, Oklahoma

EXISTING ZONING: Agriculture (AG)

PROPOSED ZONING: Commercial General (CG)

STR: Section 11, Township 17N, Range 13E

APPLICANT: Jason Scoggins

REQUEST: The applicant and property owner, Jason Scoggins, is requesting approval of a Major Comprehensive Plan Amendment and a corresponding rezoning from Agriculture (AG) to Commercial General (CG).

BACKGROUND: The subject property consists of approximately 2.5± acres of unplatted land located at 7980 E 131st Street South, within the City of Bixby. The property is currently designated Low Density Residential on the City of Bixby Comprehensive Plan Future Land Use Map and is zoned Agriculture (AG).

The applicant requests approval of a Major Comprehensive Plan Amendment to change the Future Land Use designation from Low Density Residential to Commercial, along with a corresponding rezoning from Agriculture (AG) to Commercial General (CG).

BACKGROUND (continued):

Pursuant to the Bixby 2030 Comprehensive Plan, a change from a residential land use category to a non-residential category constitutes a Major Comprehensive Plan Amendment and requires Planning Commission review and recommendation to the City Council.

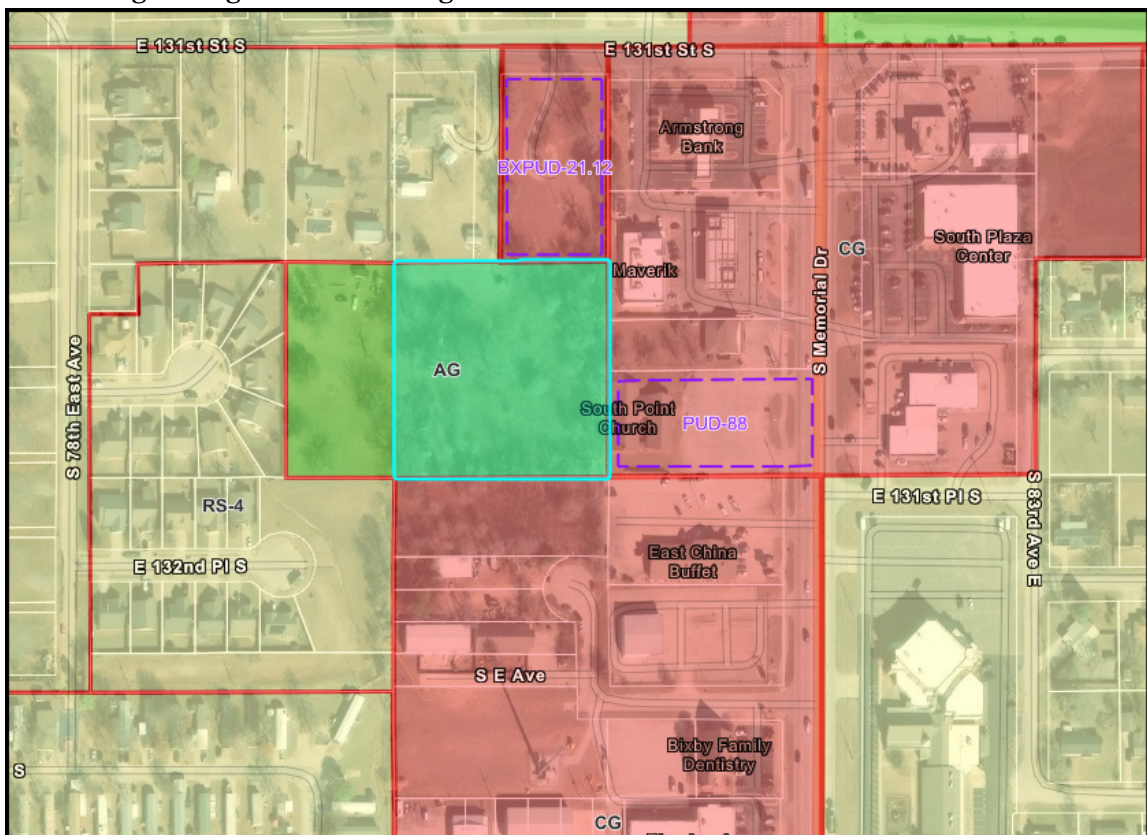
Planning Commission made a motion to table the Major Comprehensive Plan Amendment at the December 15, 2025.

SURROUNDING ZONING AND LAND USE:

- North: (RS-1) Residential Single-Family and (CS) Commercial Shopping (BXPUD-21.12)
- South: (CG) Commercial General (Riverview Plaza)
- East: (CG) Commercial General (PUD-88, Maverik, Twisted Soul Sisters)
- West: (AG) Agriculture and (RS-4) Residential Single-Family (Abbie Raelyn Estates)

The subject property is surrounded by a mix of residential and commercial zoning districts, reflecting an area in transition along a major arterial corridor

Figure 1: Existing zoning for surrounding areas.



COMPREHENSIVE PLAN ANALYSIS:

Existing Future Land Use Designation

The subject property is currently designated Low Density Residential on the City of Bixby Comprehensive Plan Future Land Use Map. This designation is intended to accommodate detached single-family residential development at densities of approximately 1.5 to 4 dwelling units per acre, along with limited neighborhood-serving uses that are compatible with residential character.

The Low-Density Residential designation generally applies to areas transitioning from rural or agricultural use to traditional residential neighborhoods. However, the subject property is internally located and is surrounded on multiple sides by land designated and developed for commercial use, particularly to the south and east. As a result, the existing Future Land Use designation does not fully reflect the surrounding development pattern or the current land use context of the area.

| | | |
|--------------------------------|--|--|
| Low Density Residential | | The Low Density Residential designation denotes areas on the fringe of the urbanized area of the City. Development in this designation should remain low in density and mostly consist of detached single-family units. Although, this designation may allow land uses that support neighborhood functions, such as parks and neighborhood scaled shops that are cohesive with the residential character. <i>Density: 1.5 to 4 du/ac</i> <i>Zoning: RE, RS-1, RS-2</i> |
|--------------------------------|--|--|

Proposed Amendment and Plan Consistency

The Commercial Future Land Use designation is intended to accommodate retail, service, office, and employment-generating uses. While commercial designations are commonly located along major corridors, the Comprehensive Plan allows for commercial land uses to occur on internally located parcels when supported by surrounding zoning, existing development patterns, and available infrastructure.

In this case, the subject property is functionally integrated into an established commercial area, with Commercial General zoning and active commercial development immediately to the south and east, including within PUD-88 and adjacent commercial centers. The proposed amendment would allow the Future Land Use Map to more accurately reflect existing conditions and prevent the extension of residential land use designations into an area that has already transitioned to commercial activity.

| | | |
|-------------------|--|--|
| Commercial | | The Commercial designation denotes areas that create retail and commercial destinations for City residents, as well as others throughout the region. This designation may also support offices and business parks. Development shall have direct access to major roads and transit. <i>Zoning: CG, OM</i> |
|-------------------|--|--|

The proposed amendment is consistent with the intent and policies of the Bixby 2030 Comprehensive Plan, particularly within the **Land Use** and **Economic Development** Elements. Relevant policies include:

- **Policy LU-1.2 (Market Demand):** Encourages evaluation of areas experiencing pressure to redevelop as different land uses based on surrounding conditions.
- **Policy LU-1.4 (Growth Concentration):** Supports directing development to areas that can be efficiently served by existing infrastructure.
- **Policy LU-3.1 (Preference for Commercial):** Supports commercial development where appropriate and in context with surrounding land uses.
- **Policy ED-2.1 (Zoning Updates):** Encourages alignment of zoning and land use designations in areas suitable for future commercial development.

The Comprehensive Plan further clarifies that the Future Land Use Map is a policy guide rather than a parcel-specific zoning map, and that amendments may be warranted when surrounding development patterns evolve. In this instance, the proposed Commercial designation aligns with the existing commercial zoning and development surrounding the site and supports orderly growth while minimizing land-use conflicts.

Any future development of the property will be subject to applicable zoning standards, site plan review, access requirements, and buffering provisions to ensure compatibility with adjacent residential properties, particularly to the west and north.

Figure 2: Comprehensive Plan 2030 Future Land Use Designation



PUBLIC INPUT:

Following publication of the required public notices, two neighboring property owners contacted staff to inquire about the potential future development of the subject property. Both individuals expressed opposition to the requested rezoning.

No other public comments were received by staff as of the date of this report.

ENGINEERING COMMENTS:

No comments.

STAFF COMMENTS:

Although the subject property does not have direct frontage on a major roadway, it is internally situated within an area that has largely transitioned to commercial zoning and development, particularly to the south and east. The proposed amendment would extend an established commercial land use pattern and would not introduce commercial development into a stable or predominantly residential area.

The request constitutes a Major Comprehensive Plan Amendment due to the proposed change from a residential to a nonresidential land use category; however, the amendment is limited in scope, affecting approximately 2.5± acres. The proposed rezoning from Agriculture (AG) to Commercial General (CG) is consistent with the requested Future Land Use amendment and would align the Comprehensive Plan and Zoning Map.

Staff recommends that the Bixby Planning Commission make a recommendation to the City Council to approve or deny Major Comprehensive Plan Amendment BXCP-25.04 and Rezoning Case BXZO-25.09, or alternatively, recommend a different Future Land Use designation, such as Mixed-Use, which would still accommodate Commercial General (CG) zoning while providing additional flexibility.

FIGURES:

- Figure 1: Existing Zoning
- Figure 2: Comprehensive Plan 2030 Future Land Use Designation



STAFF REPORT

TO: Planning Commission

FROM: Gladys Gill, Assistant Planner

DATE: January 20, 2026

NAME: Greyhawk Phase I & Greyhawk Village

CASE(S): **PRELIMINARY PLAT** | BXPT-25.13 Phase I
PRELIMINARY PLAT | BXPT-25.13 Village (Gated)

LOCATION: Approximately a quarter mile east of South Mingo Road along East 131st Street.

EXISTING ZONING: Residential Single-Family (RS-2) with supplemental PUD (BXPUD-24.01)

PROPOSED ZONING: No change

STR: Section 6, Township 17N, Range 14E

APPLICANT: Select Design

REQUEST: The applicant, Select Design, requests approval of two (2) Preliminary Plats for a proposed development known as Greyhawk governed by BXPUD-24.01. While the plats are part of the same overall development, they are distinct in function and are therefore reviewed separately:

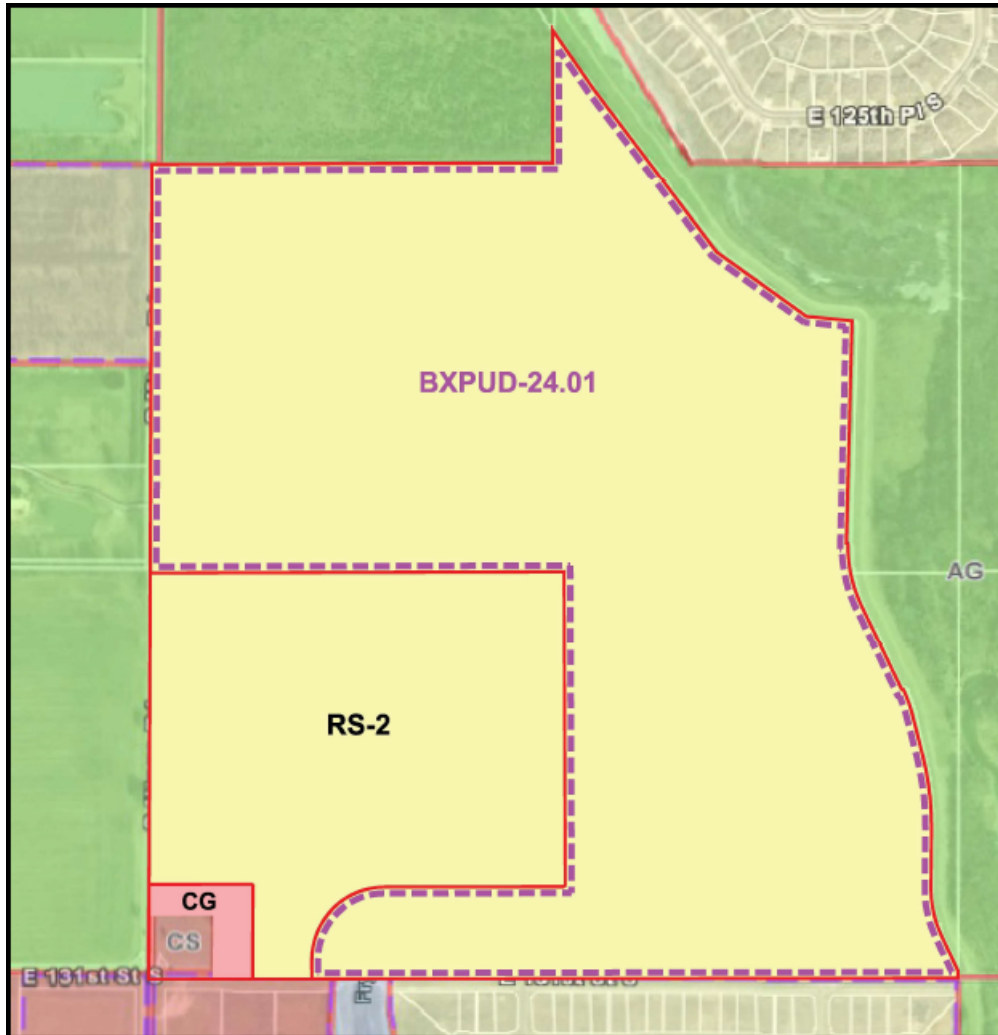
Greyhawk Phase I – a subdivision with public streets

Greyhawk Village – a subdivision with private streets

SURROUNDING ZONING AND LAND USE:

- North: (RS-2.5) Residential Single-Family: Central Park on Mingo
- South: (CS) Commercial Shopping and (RS-3) Residential Single Family: Rowan Grove (BXPUD-20.02)
- East: (AG) Agriculture: Vacant, (RS-2) Single-Family (BXPUD-24.03)
- West: (AG) Agriculture: Single-Family Dwellings, (RS-1) Residential Single-Family: Vacant, and (RS-2) Residential Single-Family: Vacant

Figure 1: Existing zoning for surrounding areas.



PLAT DETAILS

A. Greyhawk Phase I – Preliminary Plat (Public Streets)

Case No.: BXPT-25.13 – Phase I

The Greyhawk Phase I Preliminary Plat proposes:

- Approximately 17.46 acres
- 61 single-family residential lots within five (5) blocks
- Public streets to be dedicated to the City of Bixby
- Two (2) reserve areas for open space, drainage, and utilities
- Public utility easements, drainage easements, and right-of-way dedications

All public infrastructure, including streets, water, sewer, and stormwater facilities, will be constructed to City standards and dedicated upon Final Plat approval.

B. Greyhawk Village – Preliminary Plat (Private Streets)

Case No.: BXPT-25.13 – Village

The Greyhawk Village Preliminary Plat proposes:

- Approximately 15.60 acres
- 50 single-family residential lots within three (3) blocks
- Private internal streets, to be owned and maintained by a Property Owners Association
- Four (4) reserve areas designated for open space, landscaping, drainage, and utilities
- Utility, drainage, and stormwater easements consistent with BXPUD-24.01

Private streets, detention facilities, and common areas will not be accepted for City maintenance and will remain the responsibility of the Property Owners Association.

PUBLIC FACILITIES AND SERVICES

Greyhawk Phase I

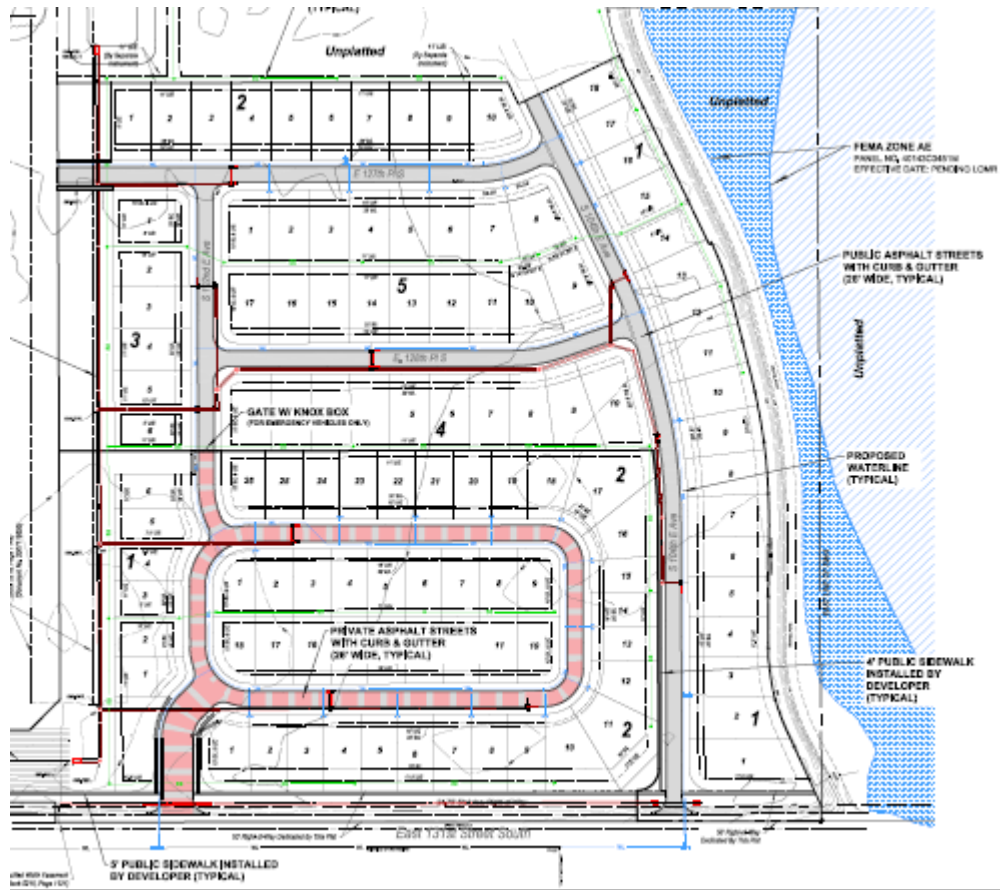
- Streets: Public streets proposed and designed to City standards
- Water & Sewer: Public services provided
- Stormwater: Detention and overland drainage easements provided
- Utilities: Underground utilities required

Greyhawk Village

- Streets: Private streets, privately maintained
- Water & Sewer: Public utilities within dedicated easements
- Stormwater: Detention and drainage facilities maintained by the Property Owners Association

Final engineering plans for both plats must be approved prior to Final Plat approval.

Figure 2: Conceptual Improvements Plan



PUBLIC INPUT: No public comments received.

ENGINEERING COMMENTS: See attached.

TAC: This was reviewed by TAC on January 7, 2026. City staff and utility providers have reviewed both Preliminary Plats. Comments primarily relate to:

- Engineering design and infrastructure
- Stormwater calculations
- Utility coordination
- Clarification of public versus private maintenance responsibilities

All outstanding TAC comments must be addressed prior to Final Plat approval for each plat.

STAFF COMMENTS:

Both Preliminary Plats are consistent with BXPUD-24.01. The distinction between public streets (Phase I) and private streets (Village) is clearly identified. The proposed subdivision layout complies with City subdivision regulations.

Staff recommends approval of the following:

- Preliminary Plat for Greyhawk Phase I (BXPT-25.13 – Phase I), subject to staff comments and TAC recommendations.
- Preliminary Plat for Greyhawk Village (BXPT-25.13 – Village), subject to staff comments and TAC recommendations.

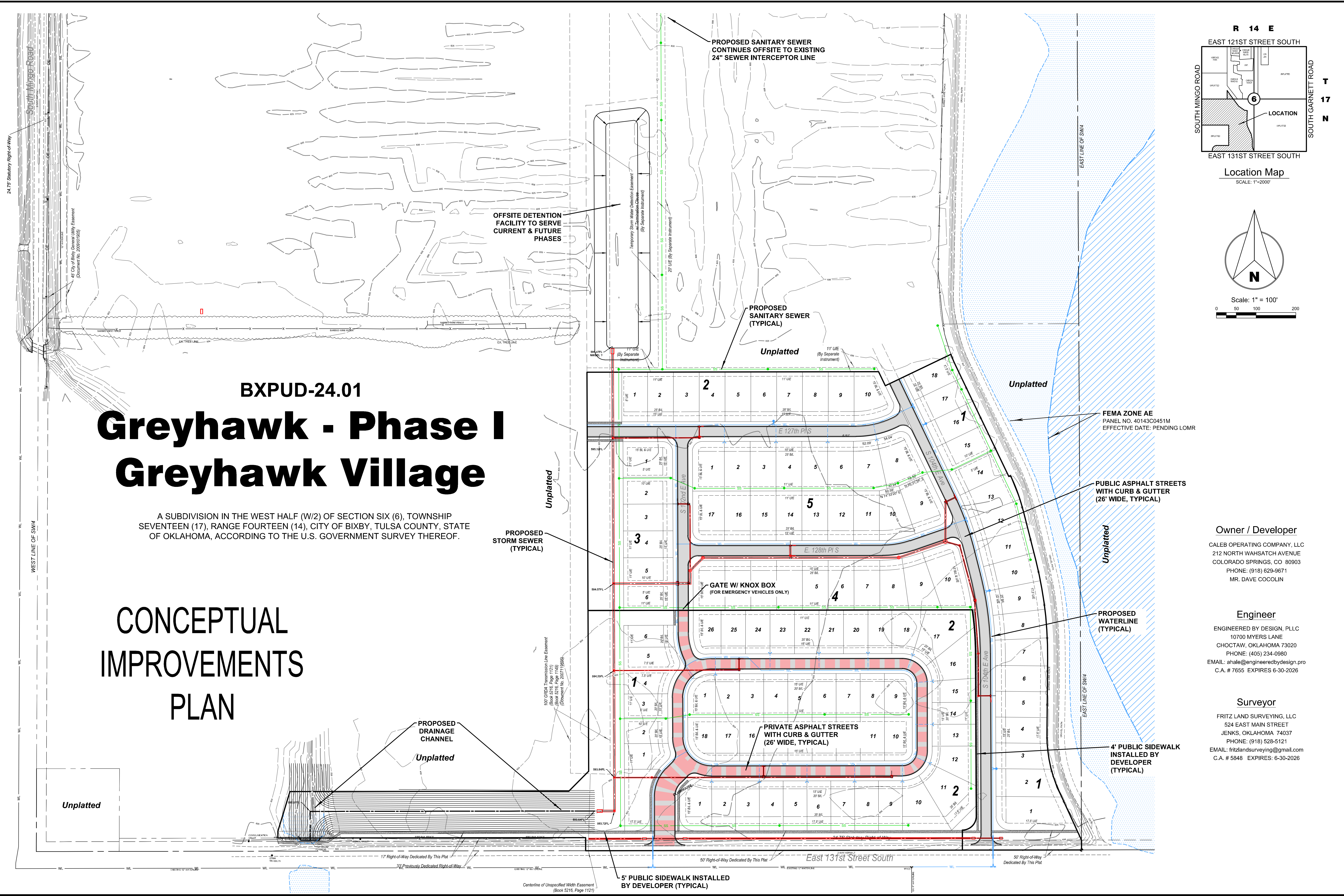
Submission and approval of a Final Plat by the Planning Commission and City Council must be recorded with the County Clerk prior to the release of any building permits.

FIGURES:

- Figure 1: Existing Zoning
- Figure 2: Conceptual Improvements Plan

ATTACHMENTS:

- Attachment 1: Preliminary Plats
- Attachment 2: Engineering Comments

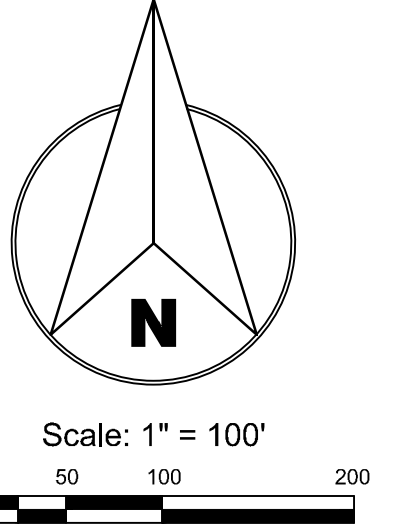
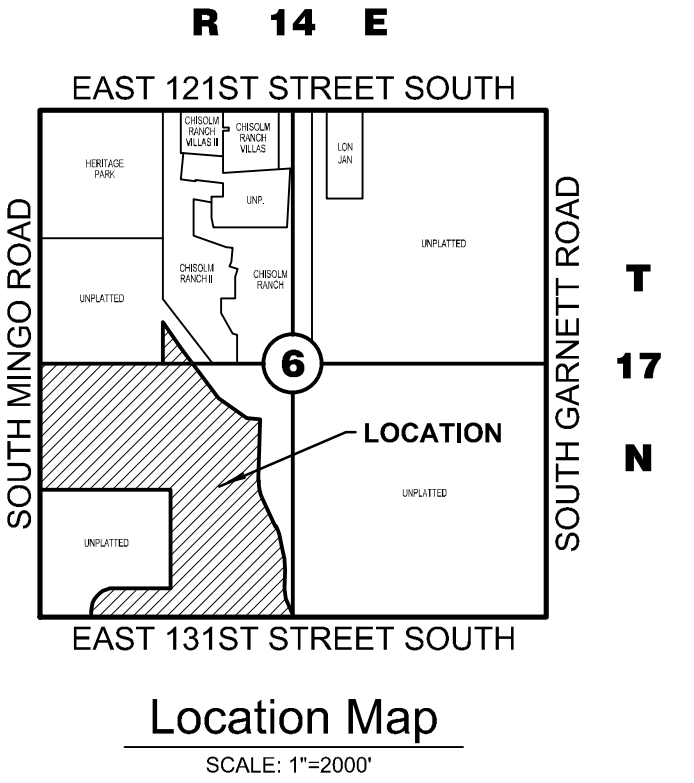


BXPUD-24.01

Greyhawk - Phase I Greyhawk Village

A SUBDIVISION IN THE WEST HALF (W/2) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17), RANGE FOURTEEN (14), CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

CONCEPTUAL IMPROVEMENTS PLAN



Owner / Developer
CALEB OPERATING COMPANY, LLC
212 NORTH WAHSATCH AVENUE
COLORADO SPRINGS, CO 80903
PHONE: (918) 629-9671
MR. DAVE COCOLIN

Engineer
ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
EMAIL: a hale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2026

Surveyor
FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES 6-30-2026

PRELIMINARY PLAT

BXPUD-24.01

Greyhawk Phase I

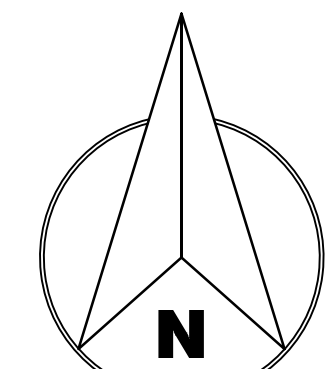
A SUBDIVISION IN THE WEST HALF (W/2) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17), RANGE FOURTEEN (14), CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL. CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pllc
C.A. # 7655 EXPIRES 6-30-2026

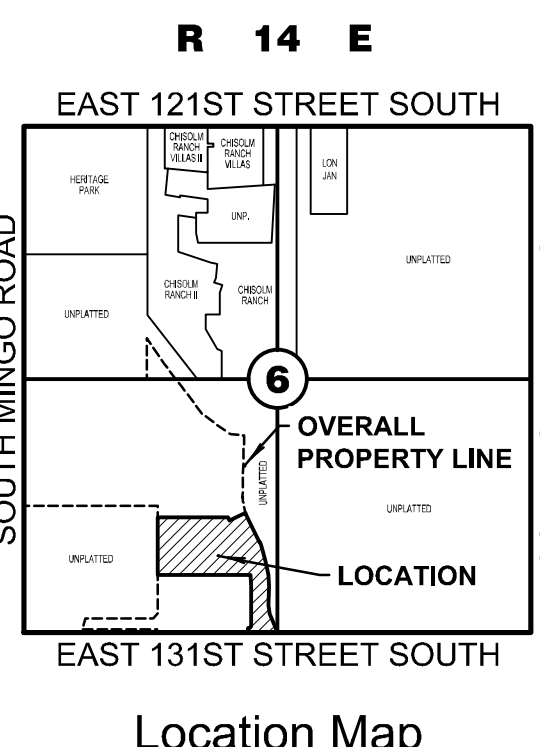
Surveyor

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES 6-30-2026



Scale: 1" = 60'
Owner / Developer

CALEB OPERATING COMPANY, LLC
212 NORTH WAHSATCH AVENUE
COLORADO SPRINGS, CO 80903
PHONE: (918) 629-9671
MR. DAVE COCOLIN



Location Map
SCALE: 1"=2000'

Curve Table

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C1 | 80.63' | 783.50' | 5°53'46" | N 12°33'42" W | 80.59' |
| C2 | 41.36' | 25.00' | 94°47'53" | N 62°54'31" W | 36.80' |
| C3 | 28.00' | 693.50' | 2°18'48" | N 25°45'14" W | 28.00' |
| C4 | 41.14' | 25.00' | 94°17'22" | N 22°32'51" E | 36.65' |
| C5 | 147.94' | 743.50' | 11°24'03" | S 21°12'36" E | 147.70' |
| C6 | 203.14' | 833.50' | 13°57'50" | S 08°31'40" E | 202.64' |
| C7 | 54.88' | 35.00' | 89°50'38" | S 46°28'04" E | 49.43' |
| C8 | 40.09' | 25.00' | 91°53'04" | N 19°01'54" E | 35.93' |
| C9 | 106.12' | 250.00' | 24°19'19" | N 76°26'58" E | 105.33' |
| C10 | 82.51' | 200.00' | 23°38'11" | N 76°47'32" E | 81.92' |
| C11 | 39.34' | 25.00' | 90°09'22" | S 43°31'56" W | 35.40' |
| C12 | 39.20' | 25.00' | 89°50'38" | S 46°28'04" E | 35.31' |
| C13 | 39.34' | 25.00' | 90°09'22" | S 43°31'56" W | 35.40' |
| C14 | 39.20' | 25.00' | 89°50'38" | N 46°28'04" W | 35.31' |
| C15 | 82.55' | 250.00' | 18°55'05" | N 79°09'05" E | 82.17' |
| C16 | 38.75' | 25.00' | 88°48'03" | N 71°18'40" W | 34.98' |
| C17 | 66.04' | 200.00' | 18°55'05" | N 79°09'05" E | 65.74' |

Line Table

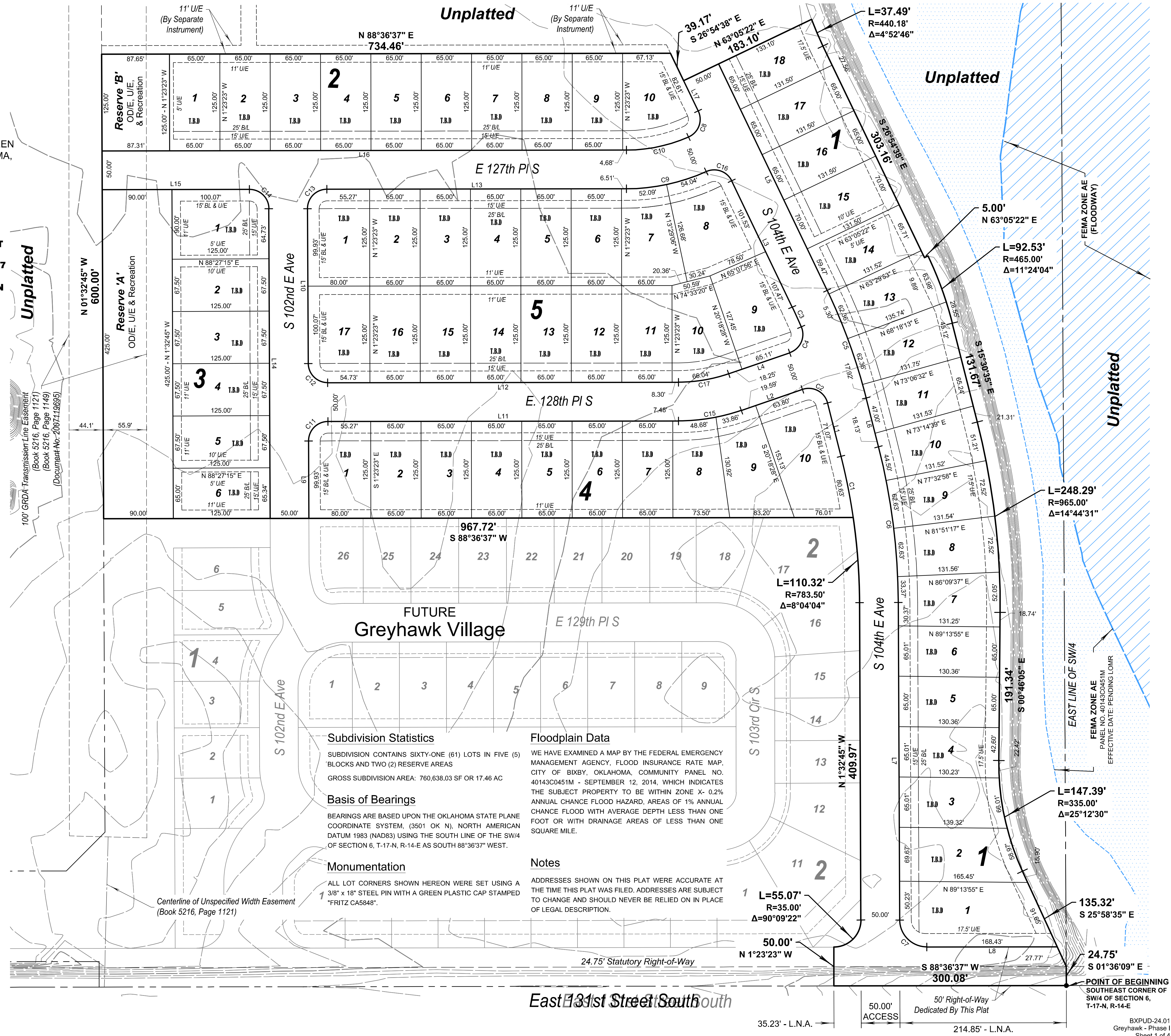
| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 15°30'35" E | 71.07' |
| L2 | N 69°41'32" E | 83.39' |
| L3 | N 26°54'38" W | 181.00' |
| L4 | N 69°41'32" E | 83.36' |
| L5 | S 26°54'38" E | 324.47' |
| L6 | S 15°30'35" E | 65.13' |
| L7 | S 01°32'45" E | 410.30' |
| L8 | N 88°36'37" E | 168.43' |
| L9 | S 01°32'45" E | 99.93' |
| L10 | S 01°32'45" E | 200.00' |
| L11 | N 88°36'37" E | 452.75' |
| L12 | N 88°36'37" E | 453.02' |
| L13 | S 88°36'37" W | 386.78' |
| L14 | S 01°32'45" E | 400.07' |
| L15 | N 88°36'37" E | 190.07' |
| L16 | S 88°36'37" W | 676.99' |
| L17 | N 26°54'38" W | 43.44' |

Lot Area & Width at B/L Summary

| BLOCK | LOT | WIDTH AT B/L | LOT AREA (SF) |
|-------|-----|--------------|---------------|
| 2 | 8 | | 8,125.00 |
| | 9 | | 8,125.00 |
| | 10 | | 10,174.99 |
| 3 | 1 | | 11,095.63 |
| | 2 | | 8,437.50 |
| | 3 | | 8,437.50 |
| | 4 | | 8,437.50 |
| | 5 | | 8,437.50 |
| | 6 | | 8,146.29 |
| | 7 | | 9,886.31 |
| 4 | 2 | | 8,125.00 |
| | 3 | | 8,125.00 |
| | 4 | | 8,125.00 |
| | 5 | | 8,125.00 |
| | 6 | | 8,125.00 |
| | 7 | | 8,125.00 |
| | 8 | | 8,202.42 |
| | 9 | | 9,445.68 |
| | 10 | | 13,889.12 |
| | 1 | 1 | |
| 2 | | | 8,125.00 |
| 3 | | | 8,125.00 |
| 4 | | | 8,125.00 |
| 5 | | | 8,125.00 |
| 6 | | | 8,125.00 |
| 7 | | | 9,116.64 |
| 8 | | | 11,723.31 |
| 9 | | | 11,056.74 |
| 10 | | | 9,149.44 |
| 11 | | | 8,125.00 |
| 12 | | | 8,125.00 |
| 13 | | | 8,125.00 |
| 14 | | | 8,125.00 |
| 15 | | | 9,205.00 |
| 16 | | | 8,547.50 |
| 17 | | | 8,547.50 |
| 2 | 1 | | 8,125.00 |
| | 2 | | 8,125.00 |
| | 3 | | 8,125.00 |
| | 4 | | 8,125.00 |
| | 5 | | 8,125.00 |
| | 6 | | 8,125.00 |
| | 7 | | 8,125.00 |

Lot Area & Width at B/L

| BLOCK | LOT | WIDTH AT B/L | LOT AREA (SF) |
|-------|-----|--------------|---------------|
| 1 | 1 | | 15,253.75 |
| | 2 | | 10,524.27 |
| | 3 | | 8,660.32 |
| | 4 | | 8,393.22 |
| | 5 | | 8,444.98 |
| | 6 | | 8,502.33 |
| | 7 | | 8,845.98 |
| | 8 | | 8,889.78 |
| | 9 | | 8,888.05 |
| | 10 | | 8,886.38 |
| | 11 | | 8,559.89 |
| | 12 | | 9,076.49 |
| | 13 | | 9,247.32 |
| | 14 | | 8,579.67 |
| | 15 | | 9,205.00 |
| | 16 | | 8,547.50 |
| | 17 | | 8,547.50 |
| 2 | 1 | | 8,125.00 |
| | 2 | | 8,125.00 |
| | 3 | | 8,125.00 |
| | 4 | | 8,125.00 |
| | 5 | | 8,125.00 |
| | 6 | | 8,125.00 |
| | 7 | | 8,125.00 |



Subdivision Statistics

SUBDIVISION CONTAINS SIXTY-ONE (61) LOTS IN FIVE (5) BLOCKS AND TWO (2) RESERVE AREAS
GROSS SUBDIVISION AREA: 760,638.03 SF OR 17.46 AC

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW/4 OF SECTION 6, T-17-N, R-14-E AS SOUTH 88°36'37" WEST.

Monumentation

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

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF BIXBY, OKLAHOMA, COMMUNITY PANEL NO. 40143C0451M - SEPTEMBER 12, 2014, WHICH INDICATES THE SUBJECT PROPERTY TO BE WITHIN ZONE X- 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.

Notes

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

GREYHAWK - PHASE I

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

CALEB OPERATING COMPANY, 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 SITUATED IN THE WEST HALF (W/2) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17), RANGE FOURTEEN (14), COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4), THENCE SOUTH 88°36'37" WEST ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 300.08 FEET; THENCE NORTH 01°23'23" WEST A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 55.07 FEET, A CHORD BEARING OF NORTH 43°31'56" EAST AND A CHORD DISTANCE OF 49.56 FEET; THENCE NORTH 01°32'45" WEST A DISTANCE OF 409.97 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 783.50 FEET, AN ARC LENGTH OF 110.32 FEET, A CHORD BEARING OF NORTH 05°34'47" WEST AND A CHORD DISTANCE OF 110.23 FEET; THENCE SOUTH 88°36'37" WEST A DISTANCE OF 967.72 FEET; THENCE NORTH 01°32'45" WEST A DISTANCE OF 600.00 FEET; THENCE NORTH 88°36'37" EAST A DISTANCE OF 734.46 FEET; THENCE SOUTH 26°54'38" EAST A DISTANCE OF 39.17 FEET; THENCE NORTH 63°05'22" EAST A DISTANCE OF 183.10 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 440.19 FEET, AN ARC LENGTH OF 37.49 FEET, A CHORD BEARING OF SOUTH 24°28'15" EAST AND A CHORD DISTANCE OF 37.47 FEET; THENCE SOUTH 26°54'38" EAST A DISTANCE OF 303.16 FEET; THENCE NORTH 63°05'22" EAST A DISTANCE OF 5.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, AN ARC LENGTH OF 92.53 FEET, A CHORD BEARING OF SOUTH 21°12'37" EAST AND A CHORD DISTANCE OF 92.38 FEET; THENCE SOUTH 15°30'35" EAST A DISTANCE OF 131.67 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 965.00 FEET, AN ARC LENGTH OF 248.29 FEET, A CHORD BEARING OF SOUTH 08°08'20" EAST AND A CHORD DISTANCE OF 247.61 FEET; THENCE SOUTH 00°46'05" EAST A DISTANCE OF 191.34 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 147.39 FEET, A CHORD BEARING OF SOUTH 13°22'20" EAST AND A CHORD DISTANCE OF 146.20 FEET; THENCE SOUTH 25°58'35" EAST A DISTANCE OF 135.32 FEET; THENCE SOUTH 01°36'09" EAST A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 760,638.03 SQ. FEET OR 17.46 ACRES, MORE OR LESS.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW/4 OF SECTION 6, T-17-N, R-14-E AS SOUTH 88°36'37" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "GREYHAWK - PHASE I", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "GREYHAWK"), THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG 131ST AND MINGO STREETS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF ONE FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF BIXBY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- ALL UTILITY PROVIDERS AND THE CITY OF BIXBY OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BIXBY FOR WATER, SEWER, AND SOLID WASTE, AND ALL OTHER UTILITY PROVIDERS OR THEIR SUCCESSORS. THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- ONG'S EASEMENT RECORDED AS BOOK ____, PAGE ____ SHALL REMAIN IN FULL FORCE AND EFFECT. OKLAHOMA NATURAL GAS'S EASEMENT PRE-DATES THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.

H. FENCE REQUIREMENT ALONG THE ARTERIAL STREETS: 131ST AND MINGO

- FENCING AND WALLS ALONG THE ARTERIAL STREETS SHALL MEET THE REQUIREMENTS OF THE CITY OF BIXBY ZONING ORDINANCE.
- THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO ARTERIAL STREETS SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
- FENCING ALONG THE ARTERIAL STREETS CAN BE INSTALLED BY THE DEVELOPER AT HIS DISCRETION.
- MAINTENANCE OF FENCING ALONG THE ARTERIAL STREET THAT FACES THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

I. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE 'A' AND 'B' IN GREYHAWK ARE HEREBY DESIGNATED AS OVERLAND DRAINAGE, UTILITY, AND RECREATION EASEMENTS.

THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE GREYHAWK (MASTER) PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BIXBY, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GREYHAWK" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (BXPUD-24.01), AS PROVIDED WITHIN THE PROVISIONS OF THE CITY OF BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS BXPUD-24.01 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON _____, 2024 AND APPROVED BY BIXBY CITY COUNCIL ON _____, 2025, AND

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

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

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (GREYHAWK), AND WHICH COVENANTS 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.

GROSS LAND AREA: 139.15 ACRES

DEVELOPMENT AREA - B

LAND AREA: 44.30 ACRES
PERMITTED USES: ALL USES ALLOWED BY RIGHT IN THE RS-2 ZONING DISTRICT, SPECIFICALLY INCLUDING USE UNIT 6 - SINGLE FAMILY DWELLING AND CUSTOMARY ACCESSORY USES, FACILITIES AND AMENITIES TO THE PERMITTED PRINCIPAL USES.

RESIDENTIAL LOT DENSITY CALCULATION:

MAXIMUM DWELLING UNITS ALLOWED IN RS-2 ZONING DISTRICT: 177
MAXIMUM DWELLING UNITS ALLOWED IN DEVELOPMENT AREA B: 150

MINIMUM LOT WIDTH (AT BUILDING SETBACK LINE):

65 FEET *
* LOTS WITH CUL-DE-SAC OR RADIAL FRONTAGE MAY HAVE A MINIMUM WIDTH OF 40 FEET AT THE RIGHT-OF-WAY LINE BUT SHALL MEET THE MINIMUM REQUIREMENTS FOR LOT AREA AS SPECIFIED IN THIS PUD.

MINIMUM LOT AREA: 8,125 SQUARE FEET
MINIMUM LAND AREA PER DWELLING UNIT: 10,875 SQUARE FEET

MINIMUM SIZE OF DWELLING UNIT: 2,200 SQUARE FEET (SINGLE STORY) - 2,600 SQUARE FEET (TWO STORY)

MAXIMUM STRUCTURE HEIGHT: 48 FEET

MAXIMUM NUMBER OF STORIES: 2

OFF-STREET PARKING: TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT

FRONT YARD BUILDING SETBACK: 25 FEET

REAR YARD BUILDING SETBACK: 20 FEET

REAR YARDS ABUTTING AN ARTERIAL STREET: 85 FEET FROM CENTERLINE

ALL OTHER SIDE YARDS: 5 FEET **

** NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIVE (5) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCES. BUILDING EXTERIOR: 75% OF THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPT WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL, ALUMINUM, VINYL, OR PLASTIC SIDING SHALL BE PERMITTED.

SECTION III. DEVELOPMENT RESTRICTIONS

- THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2045 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THAN 5 FEET OF ANY SIDE LOT LINE.
- NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF APIARIES, SWINE, POULTRY, CATTLE OR HORSES.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN

ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME (EXTERIOR MATERIALS) OF THE ASSOCIATED DWELLING.

- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE. APPROVED STORM SHELTERS ARE AN EXCEPTION TO THIS RESTRICTION.
- NO DWELLING SHALL BE ERECTED ON ANY SINGLE-FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,800 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE-FAMILY DWELLINGS SHALL BE 75% MASONRY.
- ROOFING, THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 8/12 FOR ROOF SYSTEMS SHALL BE USED.
- FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION III D. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN GREYHAWK (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACTING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.

PRELIMINARY PLAT

6. **COMPLIANCE EXPENDITURES.** COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. **DECLARANT.** DECLARANT SHALL MEAN THE DEVELOPER AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HERINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. **DECLARATION.** DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREYHAWK MASTER HOMEOWNERS ASSOCIATION.
9. **LOT.** LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. **MEMBER.** A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. **OWNER.** OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. **PLAT.** PLAT SHALL MEAN THE PLAT OF GREYHAWK, BIXBY, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. **RESERVE AREAS.** THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE DECLARANT AND/OR THE HOMEOWNER'S ASSOCIATION.

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HERELUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL BE REQUESTED UNTIL APPROVAL IS GRANTED OR DENIED.

2. THE ARCHITECTURAL CONTROL 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 HERINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HERELUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE HERINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2045, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR. THE DECLARANT WILL SERVE AS THE ARCHITECTURAL CONTROL COMMITTEE UNTIL TAKEN OVER BY THE PROPERTY OWNERS ASSOCIATION OR IN THE SALE DISCRETION OF THE DECLARANT, THESE DUTIES ARE RELINQUISHED AND GIVEN TO OTHERS.

4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT, EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE, HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR, ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2020 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES, (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
 - (a) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

- (b) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE UPON THE LOTS) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY, AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

- (c) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT, (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED, (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED, AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

- (d) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT, ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED, NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HERELUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS OR PROPERTY WITHIN THE ASSOCIATION. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.

2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.

3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.

4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.

2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HERINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.

3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER, ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.

4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.

5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THEREUTO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 139.15 ACRES OF GREYHAWK, INCLUDING GREYHAWK VILLAGE AND FUTURE SECTIONS OF THE GREYHAWK DEVELOPMENT YET TO BE NAMED WILL BE INCLUDED IN THE PROPERTY OWNERS ASSOCIATION.

SECTION IV. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDES IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE, NOTWITHSTANDING THE FOREGOING, DECLARANT, AFTER RELINQUISHING HIS ROLE, SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT WHETHER DEVELOPED OR PLANNED, OF WHICH IT IS THE OWNER.

- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS, PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

- D. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION IV, E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON OCCUPANCY OF A LOT TO THE HOMEOWNER OR RENTER. THAT IS, ASSESSMENTS COMMENCE UPON THE OCCUPANCY OF A NEW HOME. THE HOMEOWNER IS RESPONSIBLE FOR MAINTAINING THE ASSESSMENT CURRENT.

E. ANNUAL ASSESSMENTS

- (a) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2026, SHALL BE TWO HUNDRED DOLLARS (\$200.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION IV, E. (B) BELOW.

- (b) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2026 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION IV, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- (c) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

- F. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPE AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING DAYWORKERS AND NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

- G. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT

YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- H. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (5%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HERELUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HERELUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

- I. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HERELUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

- J. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

- K. MAINTENANCE OF THE FENCE AND LANDSCAPING AND FACING THE ARTERIALS (131ST AND MINGO) AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.

SECTION V. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE. ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

- B. RIGHTS OF BIXBY, COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BIXBY MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.

- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES IN COMMON AREAS, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES, UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED UNLESS AUTHORIZED BY THE ASSOCIATION.

- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE "FOR SALE" SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.

- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

U. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

V. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL EITHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS' ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TIME AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

X. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
(a) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
(b) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE, COLOR, AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION VI. MISCELLANEOUS PROVISIONS

DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH THIS SECTION.

ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEvised OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

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

CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN GREYHAWK AND THE CITY OF BIXBY, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN GREYHAWK SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR A HOMEOWNERS' ASSOCIATION FORMED FOR THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL LOT OWNERS AND APPROVAL BY THE CITY OF BIXBY, STATE OF OKLAHOMA. THE COVENANTS WITHIN SECTION IV, PROPERTY OWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL LOT OWNERS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, CALEB OPERATING COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

CALEB OPERATING COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
DAVE COCOLIN, PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAVE COCOLIN, MANAGER OF CALEB OPERATING COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF CALEB OPERATING COMPANY, LLC, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
MY COMMISSION NUMBER:

CERTIFICATE OF SURVEY

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

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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





111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

December 29, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works,
Engineering

Reference: Greyhawk – Phase I Preliminary Plat Engineering Review

Gladys,

Below are review comments on the above reference project from our Engineering Department.

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.

Preliminary Plat

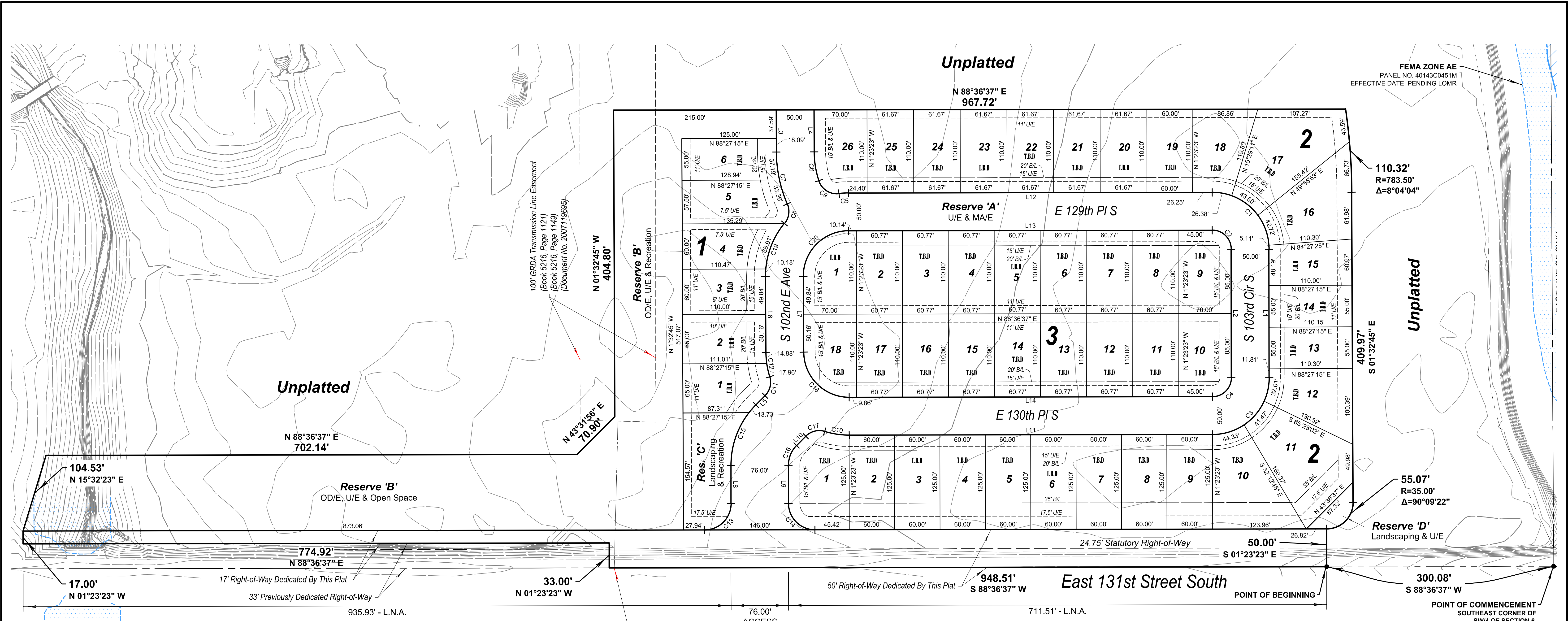
No exceptions taken to easement / right-of-way widths.

Conceptual Utility Plan

1. Water.
 - The fire hydrant located on Lot 6, Block 1 should be relocated to the property line.
2. Sanitary sewer.
 - No exceptions taken.
3. Stormwater drainage.
 - A Master Drainage Plan and Report will be required for this project upon submittal PFPI Plans. The Report should also address plans and accommodations for stormwater management related to other proposed developments to the north of Greyhawk.

Please let me know if you have any questions.

-Gwen

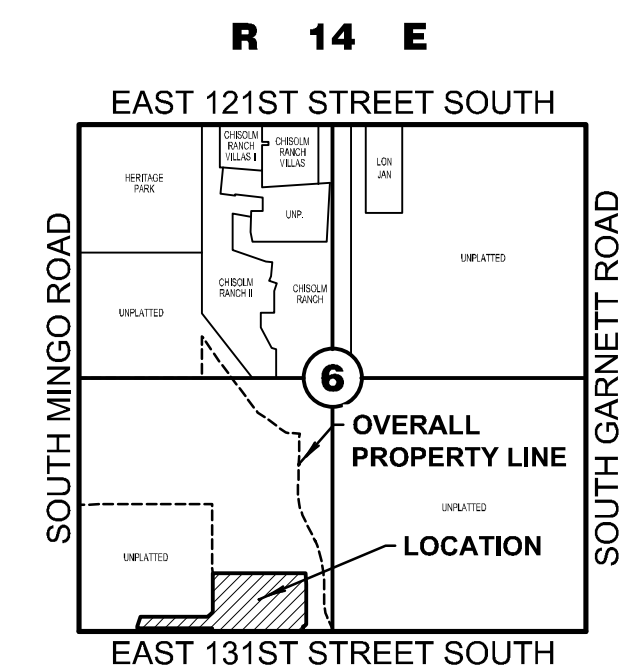


PRELIMINARY PLAT

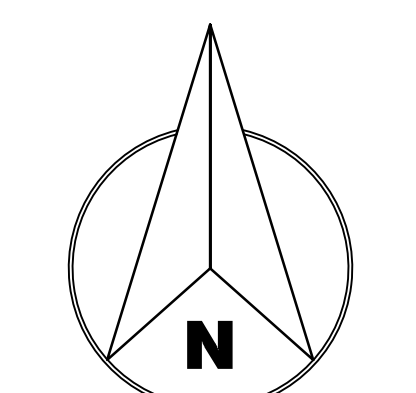
BXPUD-24.01

Greyhawk Village

A SUBDIVISION IN THE WEST HALF (W/2) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17), RANGE FOURTEEN (14), CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



Location Map
SCALE: 1"=2000'



Scale: 1" = 60'

Owner / Developer

CALEB OPERATING COMPANY, LLC
212 NORTH WAHSATCH AVENUE
COLORADO SPRINGS, CO 80903
PHONE: (918) 629-9671
MR. DAVE COCOLIN

Surveyor

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahal@engineeredbydesign.pro
C.A. # 7655 EXPIRES: 6-30-2026

Subdivision Statistics

SUBDIVISION CONTAINS FIFTY (50) LOTS IN THREE (3) BLOCKS AND FOUR (4) RESERVE AREAS
GROSS SUBDIVISION AREA: 679,468.21 SF OR 15.60 AC

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW/4 OF SECTION 6, T-17-N, R-14-E AS SOUTH 88°36'37" WEST.

Monumentation

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

Curve Table

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C1 | 117.81' | 75.00' | 90°00'00" | N 46°23'23" W | 106.07' |
| C2 | 39.27' | 25.00' | 90°00'00" | N 46°23'23" E | 35.36' |
| C3 | 117.81' | 75.00' | 90°00'00" | N 43°36'37" E | 106.07' |
| C4 | 39.27' | 25.00' | 90°00'00" | N 43°36'37" E | 35.36' |
| C5 | 12.76' | 110.00' | 6°38'39" | S 85°17'18" W | 12.75' |
| C6 | 38.66' | 125.00' | 17°43'18" | S 10°24'24" E | 38.51' |
| C7 | 70.55' | 175.00' | 23°05'52" | S 13°05'41" E | 70.07' |
| C8 | 27.37' | 25.00' | 62°43'56" | N 06°43'22" E | 26.03' |
| C9 | 34.37' | 25.00' | 78°45'59" | S 58°39'02" E | 31.73' |
| C10 | 32.84' | 110.00' | 17°06'14" | S 82°50'16" E | 32.72' |
| C11 | 27.13' | 25.00' | 62°10'55" | N 12°26'29" E | 25.82' |
| C12 | 32.84' | 110.00' | 17°06'14" | S 10°05'52" E | 32.72' |
| C13 | 54.95' | 35.00' | 89°56'58" | N 43°38'08" E | 49.48' |
| C14 | 55.01' | 35.00' | 90°03'02" | S 46°21'52" E | 49.52' |
| C15 | 88.50' | 113.00' | 44°52'17" | S 21°05'48" W | 86.25' |
| C16 | 28.98' | 37.00' | 44°52'17" | N 21°05'48" W | 28.24' |
| C17 | 27.13' | 25.00' | 62°10'55" | S 74°37'24" W | 25.82' |
| C18 | 94.08' | 60.00' | 89°50'38" | S 46°28'04" E | 84.74' |
| C19 | 76.09' | 110.00' | 39°38'04" | S 18°16'17" W | 74.58' |
| C20 | 94.41' | 60.00' | 90°09'22" | S 43°31'56" W | 84.97' |

Line Table

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 01°23'23" W | 170.00' |
| L2 | S 01°23'23" E | 170.00' |
| L3 | S 01°32'45" E | 55.68' |
| L4 | S 01°32'45" E | 55.55' |
| L5 | S 43°31'56" W | 17.23' |
| L6 | S 01°32'45" E | 100.00' |
| L7 | N 01°32'45" W | 100.00' |
| L8 | S 01°20'21" E | 50.43' |
| L9 | N 01°20'21" W | 50.30' |
| L10 | N 43°31'56" E | 17.23' |
| L11 | N 88°36'37" E | 480.23' |
| L12 | S 88°36'37" W | 480.51' |
| L13 | N 88°36'37" E | 480.51' |
| L14 | S 88°36'37" W | 480.23' |

Lot Area & Width at B/L Summary

| BLOCK | LOT | WIDTH AT B/L | LOT AREA (SF) | BLOCK | LOT | WIDTH AT B/L | LOT AREA (SF) |
|-------|-----|--------------|---------------|-------|-----|--------------|---------------|
| 1 | 1 | | 7,024.54 | 2 | 21 | | 6,783.34 |
| | 2 | | 7,154.96 | | 22 | | 6,783.34 |
| | 3 | | 6,602.08 | | 23 | | 6,783.34 |
| | 4 | | 7,159.65 | | 24 | | 6,783.34 |
| | 5 | | 7,832.48 | | 25 | | 6,783.34 |
| | 6 | | 6,923.20 | | 26 | | 7,429.04 |
| 2 | 1 | | 9,619.51 | 3 | 1 | | 6,939.00 |
| | 2 | | 7,500.00 | | 2 | | 6,684.38 |
| | 3 | | 7,500.00 | | 3 | | 6,684.38 |
| | 4 | | 7,500.00 | | 4 | | 6,684.38 |
| | 5 | | 7,500.00 | | 5 | | 6,684.38 |
| | 6 | | 7,500.00 | | 6 | | 6,684.38 |
| | 7 | | 7,500.00 | | 7 | | 6,684.38 |
| | 8 | | 7,500.00 | | 8 | | 6,684.38 |
| | 9 | | 7,529.13 | | 9 | | 7,565.87 |
| | 10 | | 11,053.03 | | 10 | | 7,565.87 |
| RES | 11 | | 12,891.54 | RES | A | | 103,010.13 |
| | 12 | | 8,166.92 | | B | | 132,701.01 |
| | 13 | | 6,062.37 | | C | | 10,035.35 |
| | 14 | | 6,054.13 | | D | | 1,646.89 |
| | 15 | | 6,280.65 | | | | |
| | 16 | | 10,222.02 | | | | |
| | 17 | | 13,340.44 | | | | |
| | 18 | | 7,762.01 | | | | |

NOTE: LOTS WITH CUL-DE-SAC OR RADIAL "KNUCKLE" FRONTAGE MAY HAVE A MINIMUM WIDTH OF 40.00 FEET AT THE RIGHT-OF-WAY LINE BUT SHALL MEET THE MINIMUM REQUIREMENTS FOR LOT AREA AS SPECIFIED IN THIS PUD.

GREYHAWK VILLAGE
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

CALEB OPERATING COMPANY, 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 SITUATED IN THE WEST HALF (W/2) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17), RANGE FOURTEEN (14), COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE SOUTH 88°36'37" WEST ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 300.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°36'37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 948.51 FEET; THENCE NORTH 01°23'23" WEST A DISTANCE OF 33.00 FEET; THENCE SOUTH 88°36'37" WEST A DISTANCE OF 774.92 FEET; THENCE NORTH 01°23'23" WEST A DISTANCE OF 17.00 FEET; THENCE NORTH 15°32'23" EAST A DISTANCE OF 104.53 FEET; THENCE NORTH 88°36'37" EAST A DISTANCE OF 702.14 FEET; THENCE NORTH 43°31'56" EAST A DISTANCE OF 70.90 FEET; THENCE NORTH 01°32'45" WEST A DISTANCE OF 404.80 FEET; THENCE NORTH 88°36'37" EAST A DISTANCE OF 967.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 783.50 FEET, AN ARC LENGTH OF 110.32 FEET, A CHORD BEARING OF SOUTH 05°34'47" EAST AND A CHORD DISTANCE OF 110.23 FEET; THENCE SOUTH 01°32'45" EAST A DISTANCE OF 409.97 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 55.07 FEET, A CHORD BEARING OF SOUTH 43°31'56" WEST AND A CHORD DISTANCE OF 49.56 FEET; THENCE SOUTH 01°23'23" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 679,468.21 SQ. FEET OR 15.60 ACRES, MORE OR LESS.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW/4 OF SECTION 6, T-17-N, R-14-E AS SOUTH 88°36'37" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE 'PLAT') AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'GREYHAWK VILLAGE', A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE 'SUBDIVISION' OR 'GREYHAWK VILLAGE'). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE 'LOTS', AND INDIVIDUALLY AS A 'LOT'.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERRECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG 131ST AND MINGO STREETS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.

3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF ONE FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

3. THE CITY OF BIXBY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BIXBY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

5. ALL UTILITY PROVIDERS AND THE CITY OF BIXBY OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BIXBY FOR WATER, SEWER, AND SOLID WASTE, AND ALL OTHER UTILITY PROVIDERS OR THEIR SUCCESSORS. THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. ONG'S EASEMENT RECORDED AS BOOK _____, PAGE _____ SHALL REMAIN IN FULL FORCE AND EFFECT. OKLAHOMA NATURAL GAS'S EASEMENT PRE-DATES THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.

4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

1. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. STORM WATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, A PERPETUAL STORM WATER DETENTION EASEMENT ON, OVER AND ACROSS RESERVE 'D', 'E' AND 'F' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS AND STREETS WITHIN THE SUBDIVISION, AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.

2. STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORM WATER DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- a. THE STORM WATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
- b. THE STORM WATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORM WATER DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.

5. IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION. PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

G. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV (THE PROPERTY OWNER ASSOCIATION) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- 1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- 2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- 3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.

H. FENCE REQUIREMENT ALONG THE ARTERIAL STREETS: 131ST AND MINGO

1. FENCING AND WALLS ALONG THE ARTERIAL STREETS SHALL MEET THE REQUIREMENTS OF THE CITY OF BIXBY ZONING ORDINANCE.

2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO ARTERIAL STREETS SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.

3. FENCING ALONG THE ARTERIAL STREETS CAN BE INSTALLED BY THE DEVELOPER AT HIS DISCRETION.

4. MAINTENANCE OF FENCING ALONG THE ARTERIAL STREET THAT FACES THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

I. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, RECREATION, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES AND KEYPAD ENTRY, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS WITHIN GREYHAWK VILLAGE (DEVELOPMENT AREA 'C').

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THE HEREIN DESCRIBED STREETS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE RESERVES THEREIN LAY THE STREET AND OTHER IMPROVEMENTS ARE CONVEYED TO THE DULY ESTABLISHED GREYHAWK VILLAGE (DEVELOPMENT AREA 'C') PROPERTY OWNERS' ASSOCIATION. THEREAFTER, THE STREETS SHALL BE MAINTAINED BY THE GREYHAWK VILLAGE (DEVELOPMENT AREA 'C') PROPERTY OWNERS' ASSOCIATION.

RESERVE 'B' IN GREYHAWK VILLAGE IS HEREBY DESIGNATED AS OVERLAND DRAINAGE, UTILITY, AND RECREATION EASEMENTS.

RESERVE 'C' AND 'D' IN GREYHAWK VILLAGE ARE HEREBY DESIGNATED AS OPEN AREAS, UTILITY, AND RECREATION EASEMENTS.

THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE GREYHAWK VILLAGE (DEVELOPMENT AREA 'C') PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BIXBY, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GREYHAWK" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (BXPUD-24.01), AS PROVIDED WITHIN THE PROVISIONS OF THE CITY OF BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS BXPUD-24.01 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON _____, 2024 AND APPROVED BY BIXBY CITY COUNCIL ON _____, 2024, AND

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

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

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (GREYHAWK VILLAGE), AND WHICH COVENANTS 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.

GROSS LAND AREA: 105.41 ACRES

DEVELOPMENT AREA - C

LAND AREA: 19.32 ACRES
PERMITTED USES: ALL USES ALLOWED BY RIGHT IN THE RS-2 ZONING DISTRICT, SPECIFICALLY INCLUDING USE UNIT 6 - SINGLE FAMILY DWELLING AND CUSTOMARY ACCESSORY USES, FACILITIES AND AMENITIES TO THE PERMITTED PRINCIPAL USES.

RESIDENTIAL LOT DENSITY CALCULATION:

MAXIMUM DWELLING UNITS ALLOWED IN RS-2 ZONING DISTRICT: 77
MAXIMUM DWELLING UNITS ALLOWED IN DEVELOPMENT AREA B: 50

MINIMUM LOT WIDTH (AT BUILDING SETBACK LINE): 55 FEET*
* LOTS WITH CUL-DE-SAC OR RADIAL FRONTAGE MAY HAVE A MINIMUM WIDTH OF 40 FEET AT THE RIGHT-OF-WAY LINE BUT SHALL MEET THE MINIMUM REQUIREMENTS FOR LOT AREA AS SPECIFIED IN THIS PUD.

MINIMUM LOT AREA: 6,050 SQUARE FEET
MINIMUM LAND AREA PER DWELLING UNIT: 10,875 SQUARE FEET
MINIMUM SIZE OF DWELLING UNIT: 1,800 SQUARE FEET
MAXIMUM STRUCTURE HEIGHT: 36 FEET
MAXIMUM NUMBER OF STORIES: 1
OFF-STREET PARKING: TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT
FRONT YARD BUILDING SETBACK: 20 FEET
REAR YARD BUILDING SETBACK: 20 FEET
REAR YARDS ABUTTING AN ARTERIAL STREET: 85 FEET FROM CENTERLINE
ALL OTHER SIDE YARDS: 5 FEET **

BUILDING EXTERIOR: 100% OF THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPT WINDOWS AND DOORS, SHALL BE BRICK, STONE, OR STUCCO. NO STEEL, ALUMINUM, VINYL, OR PLASTIC SIDING SHALL BE PERMITTED.

SECTION III. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2045 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- 1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- 2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THAN 5 FEET OF ANY SIDE LOT LINE.
- 3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF APIARIES, SWINE, POULTRY, CATTLE OR HORSES.
- 4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME (EXTERIOR MATERIALS) OF THE ASSOCIATED DWELLING.
- 5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE. APPROVED STORM SHELTERS ARE AN EXCEPTION TO THIS RESTRICTION.
- 6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE-FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,800 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE-FAMILY DWELLINGS SHALL BE 75% MASONRY.
- 7. ROOFING, THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- 8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- 9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- 10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- 11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- 1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION III D. OF THIS DECLARATION.
- 2. ASSOCIATION. ASSOCIATION SHALL MEAN GREYHAWK (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- 3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- 4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- 5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.

PRELIMINARY PLAT

6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HERINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREYHAWK MASTER HOMEOWNERS ASSOCIATION.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF GREYHAWK, BIXBY, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE DECLARANT AND/OR THE HOMEOWNER'S ASSOCIATION.

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREAFTER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL BE REQUESTED UNTIL APPROVAL IS GRANTED OR DENIED.

2. THE ARCHITECTURAL CONTROL 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 HERINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREAFTER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE HERINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2045, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR. THE DECLARANT WILL SERVE AS THE ARCHITECTURAL CONTROL COMMITTEE UNTIL TAKEN OVER BY THE PROPERTY OWNERS ASSOCIATION OR IN THE SALE DISCRETION OF THE DECLARANT, THESE DUTIES ARE RELINQUISHED AND GIVEN TO OTHERS.

4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT, EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE, HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.

6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR, ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2020 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES, (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

- (a) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

- (b) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE UPON THE LOTS) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY, AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

- (c) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT, (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED, (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED, AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

- (d) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT, ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED, NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEViate FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREAFTER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS OR PROPERTY WITHIN THE ASSOCIATION. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.

2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.

3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.

4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.

2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HERINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.

3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER, ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.

4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.

5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THEREUTO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 139.15 ACRES OF GREYHAWK, INCLUDING GREYHAWK VILLAGE AND FUTURE SECTIONS OF THE GREYHAWK DEVELOPMENT YET TO BE NAMED WILL BE INCLUDED IN THE PROPERTY OWNERS ASSOCIATION.

SECTION IV. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDES IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE, NOTWITHSTANDING THE FOREGOING, DECLARANT, AFTER RELINQUISHING HIS ROLE, SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT WHETHER DEVELOPED OR PLANNED, OF WHICH IT IS THE OWNER.

- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS, PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

- D. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION IV, E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON OCCUPANCY OF A LOT TO THE HOMEOWNER OR RENTER. THAT IS, ASSESSMENTS COMMENCE UPON THE OCCUPANCY OF A NEW HOME. THE HOMEOWNER IS RESPONSIBLE FOR MAINTAINING THE ASSESSMENT CURRENT.

E. ANNUAL ASSESSMENTS

- (a) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2026, SHALL BE TWO HUNDRED DOLLARS (\$200.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION IV, E. (B) BELOW.

- (b) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2026 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION IV, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- (c) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

- F. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPE AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING DAYWORKERS AND NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

- G. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT

YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- H. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (5%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREAFTER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREAFTER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

- I. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREAFTER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

- J. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

- K. MAINTENANCE OF THE FENCE AND LANDSCAPING AND FACING THE ARTERIALS (131ST AND MINGO) AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.

SECTION V. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE. ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

- B. RIGHTS OF BIXBY, COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BIXBY MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.

- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES IN COMMON AREAS, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES, UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED UNLESS AUTHORIZED BY THE ASSOCIATION.

- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE "FOR SALE" SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.

- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

U. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

V. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS' ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT, THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

X. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
(a) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
(b) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE, COLOR, AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION VI. MISCELLANEOUS PROVISIONS

DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH THIS SECTION.

ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEvised OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

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

CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN GREYHAWK VILLAGE AND THE CITY OF BIXBY, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA, IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN GREYHAWK VILLAGE SHALL VIOLATE ANY OF THE COVENANTS HEREIN. IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR A HOMEOWNERS' ASSOCIATION FORMED FOR THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL LOT OWNERS AND APPROVAL BY THE CITY OF BIXBY, STATE OF OKLAHOMA. THE COVENANTS WITHIN SECTION IV. PROPERTY OWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL LOT OWNERS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, GREYHAWK, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

CALEB OPERATING COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
DAVE COCOLIN, PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAVE COCOLIN, MANAGER OF CALEB OPERATING COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF CALEB OPERATING COMPANY, LLC, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
MY COMMISSION NUMBER:

CERTIFICATE OF SURVEY

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

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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



PRELIMINARY PLAT



111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

December 29, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works,
Engineering

Reference: Greyhawk – Village Preliminary Plat

Gladys,

Below are review comments on the above reference project from our Engineering Department.

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.

Preliminary Plat

No exceptions taken to easement / right-of-way widths.

Conceptual Utility Plan

1. Water.
 1. The water line loop around Block 3 should be relocated to preclude oblique roadway crossings and maintain consistency of locations:
 - To the north side of E. 129th Pl. S.
 - To the south side of E 130th Pl. S.
 - To the east side of S 103rd Cir. S.
 - To the west side of S 102nd Ave.
 2. Fire hydrants providing coverage satisfactory to the Fire Marshal must be located within the Village.
2. Sanitary sewer.
 - No exceptions taken.
3. Stormwater drainage.



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- A Master Drainage Plan and Report will be required for this project upon submittal PFPI Plans. The Report should also address plans and accommodations for stormwater management related to other proposed developments to the north of Greyhawk.

Please let me know if you have any questions.

Gwen Plante
Project Manager
Bixby Public Works



STAFF REPORT

TO: Planning Commission
FROM: Gladys Gill, Assistant Planner
DATE: January 20, 2026
NAME: Bixby Performing Arts Center
CASE(S): **FINAL PLAT** | BXPT-25.06 FP
LOCATION: 19 N Montgomery Street in Downtown Bixby
EXISTING ZONING: (CH) Commercial Heavy
PROPOSED ZONING: N/A
STR: Section 24, Township 17N, Range 13E
APPLICANT: City of Bixby

REQUEST:

The applicant, the City of Bixby, is requesting approval of the Final Plat for the Bixby Performing Arts Center (PAC), which replats Blocks 28 and 29 of the Midland Addition into a single block and lot totaling approximately 2.2096 acres.

The proposed plat consolidates the existing parcels and the intervening alley to facilitate redevelopment and to formalize property boundaries in compliance with current subdivision regulations. The plat reflects the closure and vacation of the alley as authorized by Ordinance No. 2545, approved by the City Council on January 12, 2026, and includes updated easements and dedications consistent with the proposed development.

Dedications & Easements

The plat dedicates the following:

1. **Street Rights-of-Way:** As depicted on the plat.
2. **Utility Easements:** For installation and maintenance of public utilities, including water, sanitary sewer, storm sewer, electric, gas, telecommunications, and cable.
3. **Drainage & Detention Easements:** Reserve areas for stormwater conveyance and detention, to be maintained by the Owner/Developer.
4. **Sidewalk Requirements:** Sidewalks to be installed per City engineering standards at the time of building permit issuance.

Public Comments: No public comments were received.

Engineering Review Comments: No comments received at this time.

TAC: This was reviewed by TAC on January 7, 2026. City staff and utility providers have reviewed the Final Plat. Any additional easements may be established by separate instrument if needed.

Staff Comments:

The Final Plat meets the requirements of the Bixby Subdivision Regulations, including applicable survey standards, dedications, and legal descriptions. The proposed replat resolves historical lot and alley configurations and establishes a single legal lot to accommodate future improvements. Public utilities are adequately addressed by identifying required easements, which are shown or otherwise provided for in accordance with City standards and franchise utility requirements.

Staff notes that certain easements may be recorded by separate instrument rather than on the plat, which may be advantageous to the City, as such easements would be more readily amended or released in the future if necessary. Accordingly, staff finds that the method of easement recordation does not affect the plat's compliance and does not constitute a basis to defer or withhold approval of the Final Plat.

Staff recommends approval of Final Plat BXPT-25.06 FP

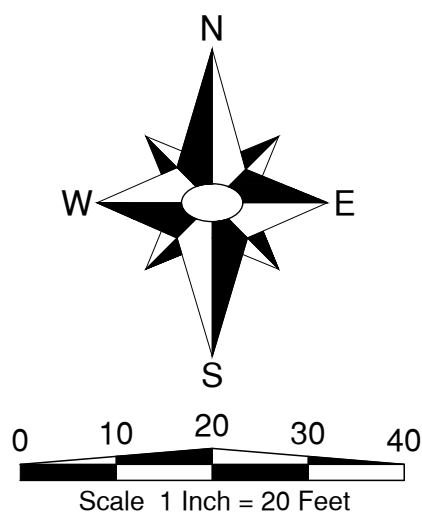
Attachments: **1.** Final Plat with Deed of Dedication

Tulsa County Clerk
 Doc #
 Date
 Receipt

OWNER:
 City of Bixby
 116 W Needles,
 P.O. Box 70
 Bixby, OK 74008
 Phone: 918.366.4430

ENGINEER:
 Cedar Creek Consulting, Inc.
 P.O. Box 14534
 Oklahoma City, Okla. 73113
 Lance Mills
 405.778.3385
 CA #5864 exp 6/30/2026

SURVEYOR:
 GEODECA, LLC
 Russell Muzika, PLS
 P.O. Box 33012
 Tulsa, Oklahoma 74153
 918.949.4064
 rmuziko@geodeca.com
 CA #5524 exp 6/30/2026



Block 27
 Lot 1

Block 27
 Lot 27

FOUND 3/8" REBAR
 WITH CAP STAMPED
 "LS 387" 0.4" EAST

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls.

taxes may exceed the amount of the security deposit.

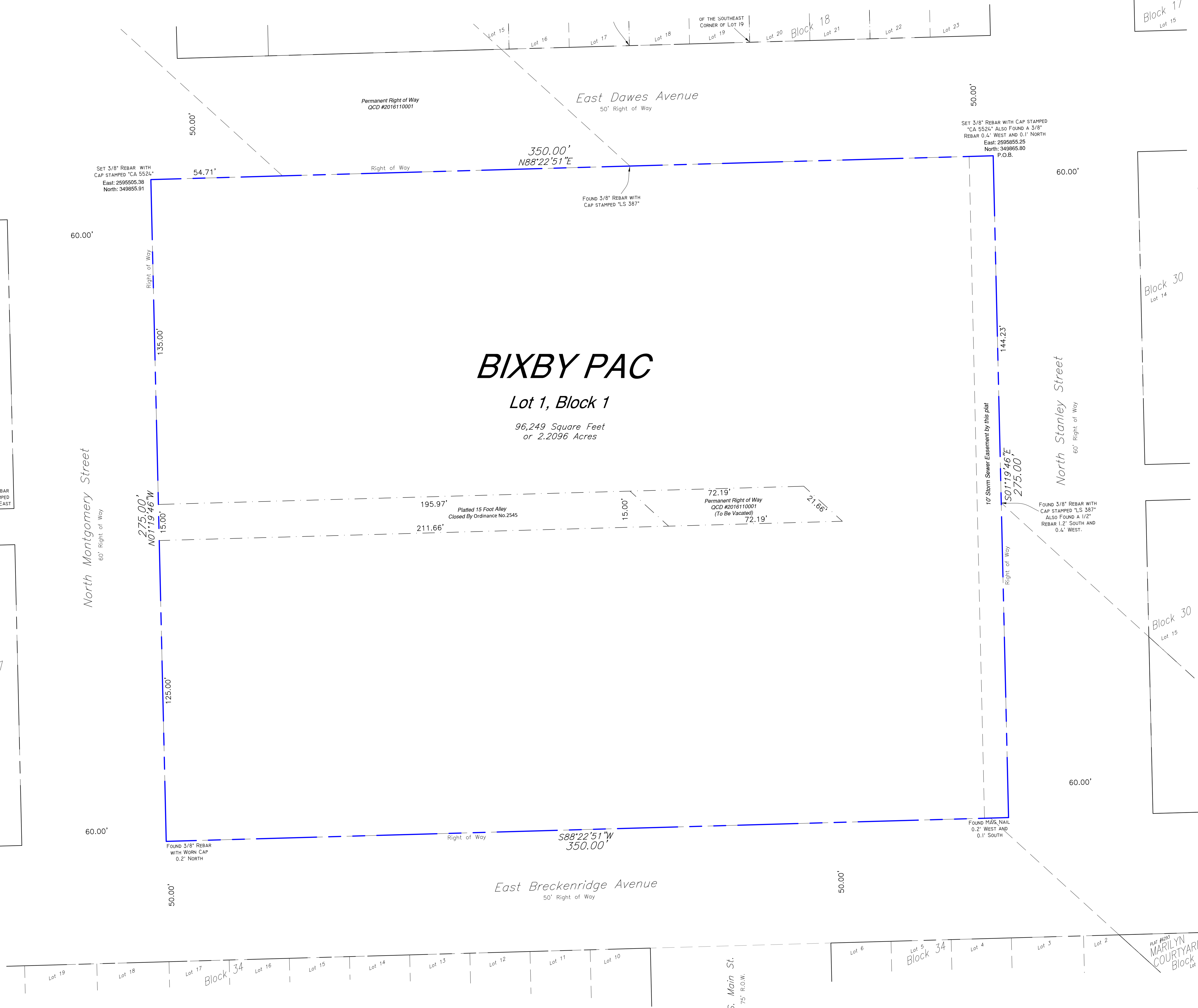
Dated

Tulsa County Treasurer
 By: Deputy

APPROVED _____
 by the City of Bixby City Council

Mayor

Attest: City Clerk

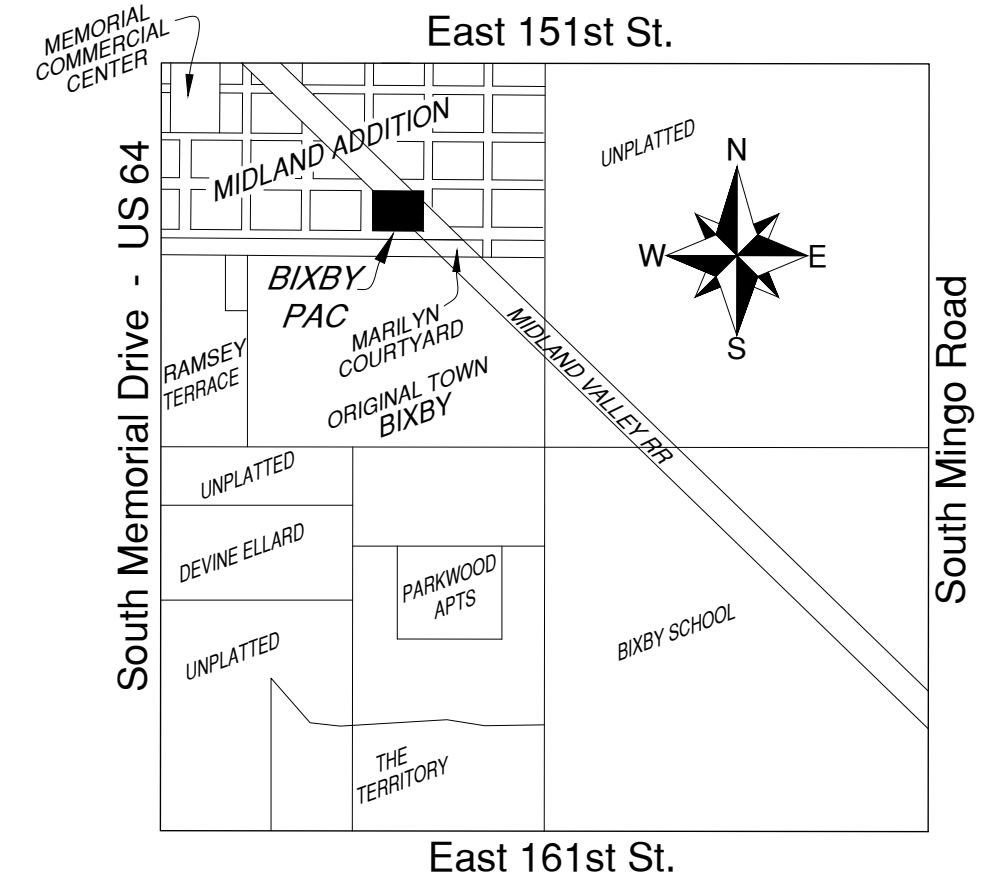


Draft Final

BIXBY PAC

A Replat of Blocks 28 & 29, MIDLAND ADDITION and a part of the Midland Valley Railroad Right of Way, City of Bixby all being a part of the NW/4 of Section 24, T17N, R13E of the Indian Meridian Tulsa County, State of Oklahoma

Tulsa County
 Section 24, T-17-N, R-13-E



SUBDIVISION STATISTICS

1 BLOCKS, 1 LOT

Subdivision Gross Area: 96,249 Square Feet or 2.2096 Acres

ADDRESS:

19 North Montgomery Street East, Bixby Okla. 74008

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

Horizontal Datum & Bearings based on the Oklahoma State Plane, Zone North NAD83 grid

Vertical Datum NAVD 1988

Subject Property wholly within Zone X (unshaded) per FIRM Map Panel No. 40143C0434L, Eff. October 16th, 2012.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
BIXBY PAC

Draft Final

BIXBY PAC

A Replat of Blocks 28 & 29, MIDLAND ADDITION and a part of the
Midland Valley Railroad Right of Way, City of Bixby
all being a part of the
NW/4 of Section 24, T17N, R13E of the Indian Meridian
Tulsa County, State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, The City of Bixby, is the sole owner in fee simple, hereinafter referred to as the "Developer" of the following described real property in Tulsa County, State of Oklahoma, (the "Property") to-wit:

A Tract of Land which is the replat of all of Block Twenty-Eight (28) and Block Twenty-Nine (29) of MIDLAND ADDITION to the Town of Bixby, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof; AND all that part of a platted 15 foot alley way bound by and within Block Twenty-Eight (28) of MIDLAND ADDITION; AND all that part of a the 100-foot Railroad Right-of-Way bound by and between Block Twenty-Eight (28) and Block Twenty-Nine (29) of MIDLAND ADDITION; Said Tract of Land more particularly described as follows:
Point of Beginning at the Northeast corner of Block Twenty-Nine (29) of MIDLAND ADDITION;
thence S01°19'46"E a distance of 275.00 feet to a point of intersection of the extended East line of Block Twenty-Nine (29) and the extended South line of Block Twenty-Eight (28);
thence S88°22'51"W a distance of 350.00 feet to the Southwest corner of Block Twenty-Eight (28);
thence N01°19'46"W a distance of 275.00 feet to the Northwest corner of Block Twenty-Eight (28);
thence N88°22'51"E a distance of 350.00 feet to the Point of Beginning.

having an area of 96249 Square Feet, 2.2096 Acres

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above land, under the name of 'BIXBY PAC', an addition to the City of Bixby, Tulsa County, State of Oklahoma.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.

b. Within the utility easements areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

c. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner his agents or contractors.

d. The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.

e. All private storm sewer is the responsibility of the lot owner.

f. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the BIXBY PAC shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

5. LAND USE

All construction is to be strictly according to the City of Bixby, Oklahoma, zoning codes.

6. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Bixby Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

7. LOT SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in all applicable City of Bixby ordinances and regulations.

9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Bixby.

10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property".
Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, and shall be appurtenant to each affected lot owner, provided governmental agencies and the suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the "Property".

11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Bixby Planning Commission, or its successor and with the approval of the City of Bixby.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U.E." or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompany plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

b. Underground service cables and gas service lines to all buildings which may be located in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such a service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.

c. The supplier of gas service through its agents and employees shall at all times have the right of access to all Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service. The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the lot owner shall pay for damage or relocation of facilities cause of necessitated by acts of the lot owner, or the lot owner's agents or contractors. The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

d. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it.

e. The owner of "BIXBY PAC" shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of "BIXBY PAC" will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.

f. The foregoing covenants set forth in this paragraph "2" shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

SECTION II. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the Bixby Development Authority.

2. Bixby Development Authority, reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Bixby Development Authority and filed in the office of the Tulsa County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof that's set forth herein which shall remain in full force and effect.

In Witness Whereof:

City of Bixby has executed this instrument on this ____ day of _____ 2026.

By: _____

Brad Girard, Mayor

STATE OF OKLAHOMA }
COUNTY OF TULSA }SS

This instrument was acknowledged before me on this ____ day of _____ 2026

By Brad Girard as Mayor

Notary Public

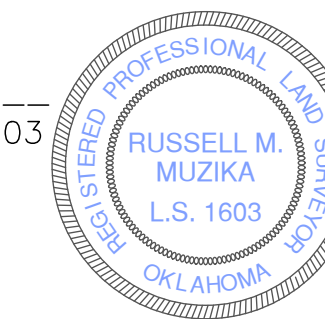
My Commission expires:

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivision, and platted the tract of land described above and that the accompanying plat designated herein as "BIXBY PAC" an Addition to the City of Bixby, Tulsa County, State of Oklahoma is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this ____ Day of _____ 2026

Russell M. Muzika, PLS #1603
GEODECA LLC CA #5524,
Renewal June 30, 2026



STATE OF OKLAHOMA }
COUNTY OF TULSA }SS

This instrument was acknowledged before me on this ____ day of _____ 2026

by Russell M. Muzika as a Professional Land Surveyor for GEODECA LLC

Notary Public

My Commission expires:



STAFF REPORT

TO: Planning Commission

FROM: Gladys Gill, Assistant Planner

DATE: January 20, 2026

NAME: City West Complex

CASE(S): **FINAL PLAT** | BXPT-23.15 FP

LOCATION: Approximately 200 feet West of the Northwest corner of East 151 Street South and South Sheridan Road, Bixby, Oklahoma.

EXISTING ZONING: (CS) Commercial Shopping

PROPOSED ZONING: N/A

STR: Section 15, Township 17N, Range 13E

APPLICANT: City of Bixby

REQUEST:

The applicant, the City of Bixby, is requesting approval of the Final Plat for the City West Complex. This Final Plat was recommended for approval by the Planning Commission in November of 2023 and approved by the City Council in December of 2023. Due to unknown reasons, the plat was never filed with Tulsa County. Pursuant to the Bixby Subdivision Regulations, City Council approval of a Final Plat is valid for a period of one (1) year from the date of approval. If the plat is not recorded within that timeframe, the approval expires unless renewed by City staff. An approved but unrecorded Final Plat does not create legal lots, easements, or dedications.

Dedications & Easements

The plat dedicates the following:

1. **Street Rights-of-Way:** As depicted on the plat or by separate instrument.
2. **Utility Easements:** For installation and maintenance of public utilities, including water, sanitary sewer, storm sewer, electric, gas, telecommunications, and cable.
3. **Drainage & Detention Easements:** Reserve areas for stormwater conveyance and detention, to be maintained by the Owner (City of Bixby).

Public Comments: No public comments were received.

Engineering Review Comments: No comments received at this time.

TAC: This was reviewed by TAC on January 7, 2026. City staff and utility providers have reviewed the Final Plat and had no comments.

Staff Comments:

The Final Plat meets the requirements of the Bixby Subdivision Regulations, including applicable survey standards, dedications, and legal descriptions.

Staff recommends approval of Final Plat BXPT-23.15 FP.

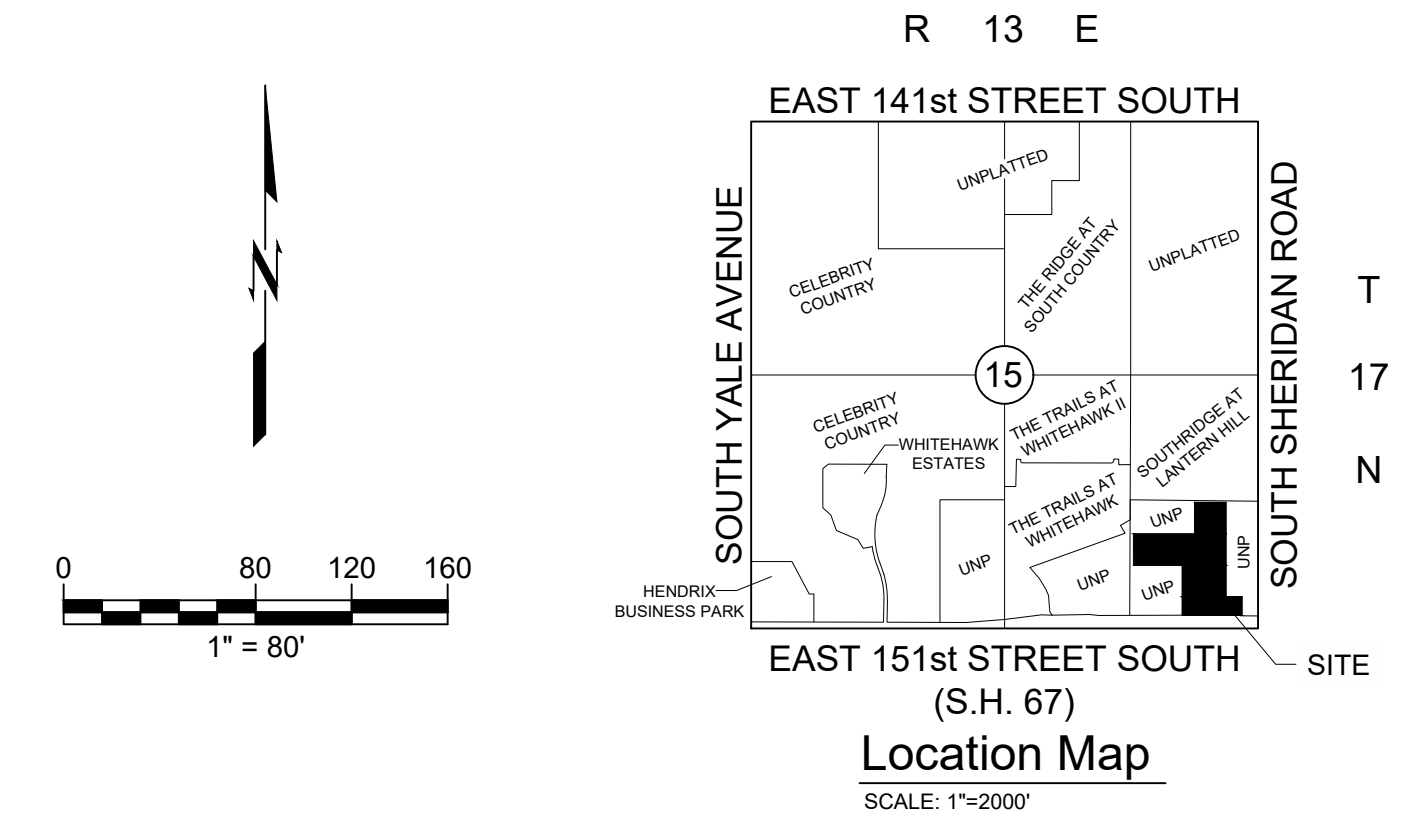
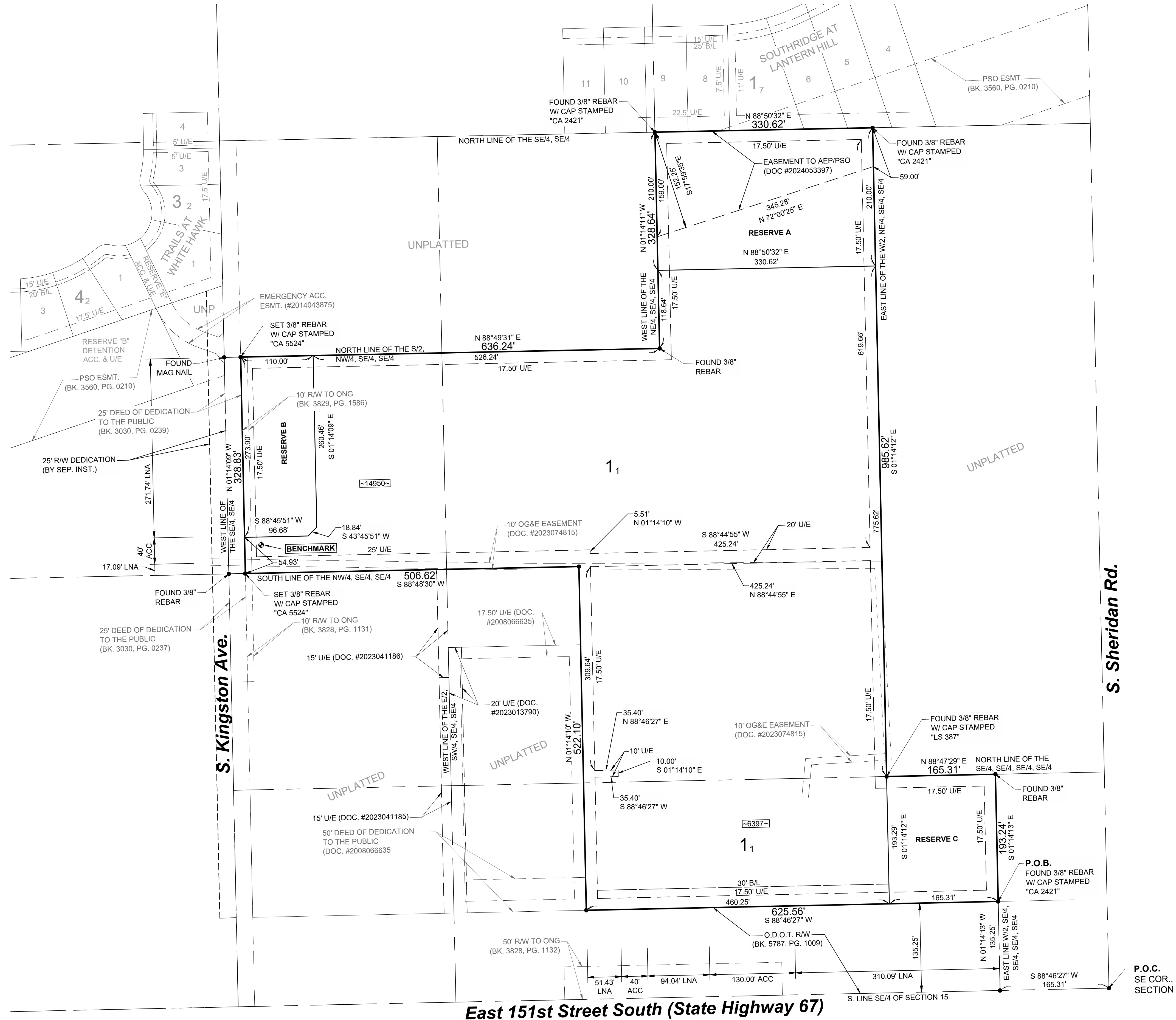
Attachments: **1.** Final Plat with Deed of Dedication

FINAL PLAT

CITY WEST COMPLEX

A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4)
OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF
THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

PUD: BXPUD-22.09



OWNER:
City of Bixby
116 W. Needles Avenue
Bixby, Oklahoma, 74008-4410
CONTACT: JARED COTTLE

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2027
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

SURVEYOR:
Geodeca LLC
P.O. BOX 33012
Tulsa, Oklahoma 74153
Phone: (918) 949-4064
RUSSELL M. MUZIKA
LPLS 1603, CA #5524
EXPIRES 6/30/2026
rmuzika@geodeca.com

LEGEND

- B/L = BUILDING SETBACK
- ACC = ACCESS
- BK/P.G. = BOOK/PAGE
- LNA = LIMITS OF NO ACCESS
- R/W = RIGHT-OF-WAY
- RWD = RURAL WATER DISTRICT
- U/E = UTILITY EASEMENT
- ONG = OKLAHOMA NATURAL GAS
- PSO = PUBLIC SERVICE COMPANY OF OKLAHOMA
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK AND THREE (3) RESERVE AREAS.

SUBDIVISION CONTAINS 698,603 SF (16.0377 ACRES)

LOT ONE (1) CONTAINS 567,191 SF (13.0209 ACRES)

RESERVE A CONTAINS 69,429 SF (1.5939 ACRES)

RESERVE B CONTAINS 30,034 SF (0.6895 ACRES)

RESERVE C CONTAINS 31,949 SF (0.7334 ACRES)

MONUMENTATION

UNLESS OTHERWISE NOTED, 3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.

BENCHMARK

3/8" IRON PIN W/ "GEODECA" CAP
NORTHING=351222.271
EASTING=2587454.075
ELEV=679.52
NAVD 1988 DATUM

BASIS OF BEARINGS

HORIZONTAL DATUM AND BEARINGS BASED ON OKLAHOMA STATE PLANE ZONE NORTH (NAD83) GRID. DISTANCES SCALED TO GROUND USING 1.00007628379988 AS COMBINED SCALE FACTOR AND A CHISELED "X" AT THE SOUTH CORNER OF SECTION 15 AS POINT OF ORIGIN (COORDINATES N:350492.6107; E:2586097.0640)

ADDRESS NOTE

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

FLOODPLAIN NOTE

SUBJECT PROPERTY WHOLLY WITHIN FLOOD ZONE X (UNSHADED) PER FIRM MAP PANEL NO. 40143C0433L AND NO. 40143C0434L, EFF. 10/16/2012.

ORIG SIZE: 24"x36"

FINAL PLAT
CITY WEST COMPLEX
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PUD: BXPUD-22.09

KNOW ALL MEN BY THESE PRESENTS:

CITY OF BIXBY, A MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, S88°46'27"W A DISTANCE OF 165.31 FEET; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N01°14'13"W A DISTANCE OF 135.25 FEET TO THE POINT OF BEGINNING;

THENCE ON A LINE PARALLEL WITH AND 135.25 FEET FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER, S88°46'27"W A DISTANCE OF 625.55 FEET; THENCE N01°14'10"W A DISTANCE OF 522.10 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, S88°48'30"W A DISTANCE OF 506.62 FEET TO A POINT ON THE EAST LINE OF A 25' RIGHT-OF-WAY, FILED IN BOOK 3030, PAGE 239 AT THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG SAID EAST LINE BEING PARALLEL WITH AND 25' FROM THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N01°14'09"W A DISTANCE OF 328.83 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N88°49'31"E A DISTANCE OF 636.24 FEET; THENCE ALONG THE WEST LINE OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N01°14'11"W A DISTANCE OF 328.64 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, BEING THE SOUTH LINE OF "SOUTH RIDGE AT LANTERN HILL" AN ADDITION TO THE CITY OF BIXBY FILED AS PLAT #6454 AT THE OFFICE OF THE TULSA COUNTY CLERK, N88°50'32"E A DISTANCE OF 330.62 FEET; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, S01°14'12"E A DISTANCE OF 985.62 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N88°47'29"E A DISTANCE OF 165.31 FEET; THENCE ALONG THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, S01°14'13"E A DISTANCE OF 193.24 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 698,603 SQUARE FEET OR 16.0377 ACRES.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT, ONE BLOCK AND THREE RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "CITY WEST COMPLEX"; A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "CITY WEST COMPLEX").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

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

B. UNDERGROUND SERVICE

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

- THE OWNER OF THE LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.
- ONG'S EASEMENT(S) RECORDED IN BOOK 3828, PG 1131, BOOK 3828, PG. 1132 AND BOOK 3829, PG 1586 REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATE THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

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

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF "CITY WEST COMPLEX", SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

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

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 151ST STREET / STATE HIGHWAY 67 OR SOUTH KINGSTON AVENUE STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY CITY COUNCIL, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA.

G. SIDEWALKS: PUBLIC SIDEWALK EASEMENT

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE BIXBY SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BIXBY. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION.

H. RESERVES "A", "B" AND "C" - STORMWATER DETENTION EASEMENT

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVES "A", "B" AND "C" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVES NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVES UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BIXBY, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVES IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

c. THE RESERVES SHALL BE KEPT FREE OF DEBRIS.

d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. LANDSCAPING, APPROVED BY THE CITY OF BIXBY, OKLAHOMA, SHALL BE ALLOWED WITHIN THE RESERVES.

6. IN THE EVENT THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVES, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS 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 LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS CITY WEST COMPLEX WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD-BXPUD-22.09) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON DECEMBER 19, 2022, AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON JANUARY 9, 2023, WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE REQUIRED BY THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

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

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

DEVELOPMENT STANDARDS

PERMITTED USES: USES PERMITTED BY RIGHT WITHIN THE CS DISTRICT EXCEPT ANY SEXUALLY ORIENTED BUSINESS, (AS DEFINED BY ZONING CODE SECTION 11-7D-6).

USE UNIT 4: PUBLIC PROTECTION AND UTILITY FACILITIES

MINIMUM BUILDING SETBACKS: AS PER CITY ZONING CODE MAXIMUM BUILDING SETBACKS: AS PER CITY ZONING CODE SCREENING WALL AS PER ZONING CODE, OR

EARTHEN BERM THAT MEETS CODE HEIGHT REQUIREMENTS, OR COMBINATION OF EARTHEN BERM AND WALL THAT MEETS CODE HEIGHT REQUIREMENTS

GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

SIGNAGE:

WALL AND CANOPY SIGNS SHALL NOT EXCEED AN AGGREGATE DISPLAY SURFACE AREA OF THREE (3) SQUARE FEET PER EACH LINEAR FOOT OF THE BUILDING WALL TO WHICH THE SIGN OR SIGNS ARE AFFIXED.

SIGNAGE SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE.

FAÇADES:

THE FAÇADE FOR THE FIRE STATION WILL BE MASONRY WHICH FALLS WITHIN THE CORRIDOR APPEARANCE DISTRICT. ALL EXTERIOR BUILDING WALLS OF THE NEWLY CONSTRUCTED BUILDINGS SHALL BE PRIMARILY OF LIKE MATERIAL(S) ON ALL FACES OF SUCH BUILDINGS THAT FRONT PUBLIC STREETS.

VEHICULAR ACCESS AND CIRCULATION:

ALL PRIVATE DRIVEWAYS AND/OR STREET CONNECTIONS SHALL BE SUBJECT TO THE CITY ENGINEER CURB CUT PERMIT APPROVAL FOR THE PROPOSED ACCESS POINTS ON 151ST STREET AND KINGSTON AVENUE, AND THE FIRE MARSHAL'S APPROVAL OF LOCATIONS, SPACING, WIDTHS AND CURBS RETURN RADII.

SIDEWALKS SHALL BE A MINIMUM FOR FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT.

PARKING:

THE PARKING SPACES WILL BE CONCRETE WITH CURB AND GUTTER. PAVEMENT DESIGN SHALL BE PER GEOTECHNICAL REPORT. ALL DRIVEWAYS WILL BE REQUIRED TO BE PERMITTED BY THE CITY OF BIXBY AND ODOT. HANDICAP PARKING SPACES WILL BE PROVIDED WITH SIGNS AND WHEEL STOPS.

LANDSCAPING:

THE PROPERTY IS ALONG HIGHWAY 67 - 151ST ST BETWEEN MEMORIAL AND SHERIDAN AND HAS A HIGH LEVEL OF VISUAL EXPOSURE TO THE PUBLIC.

BY CODE, THE SITE WILL REQUIRE A BUFFER BETWEEN IT AND THE RESIDENTIAL PROPERTIES TO THE EAST. EXISTING VEGETATION ALONG THE EAST WILL BE PRESERVED TO PROVIDE A BUFFER. TREES AS REQUIRED BY THE BIXBY ZONING CODE WILL BE INSTALLED AS PER THE PROVISIONS OF THE LANDSCAPE CHAPTER OF THE BIXBY ZONING CODE.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS' SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BIXBY, TULSA COUNTY, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BIXBY CITY COUNCIL, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

D. SEVERABILITY

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

IN WITNESS WHEREOF:

CITY OF BIXBY HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025.

BY:

BRIAN GUTHRIE, MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025.

BY BRIAN GUTHRIE AS MAYOR.

NOTARY PUBLIC

MY COMMISSION NO:

MY COMMISSION EXPIRES:

[SEAL]

CERTIFICATE OF SURVEY

I, RUSSEL M. MUSIKA, OF GEODECA LLC, A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "CITY WEST COMPLEX" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

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

RUSSEL M. MUSIKA

LICENSED LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025.

BY RUSSEL M. MUSIKA, AS _____ OF GEODECA LLC.

NOTARY PUBLIC

MY COMMISSION NO:

MY COMMISSION EXPIRES:

[SEAL]