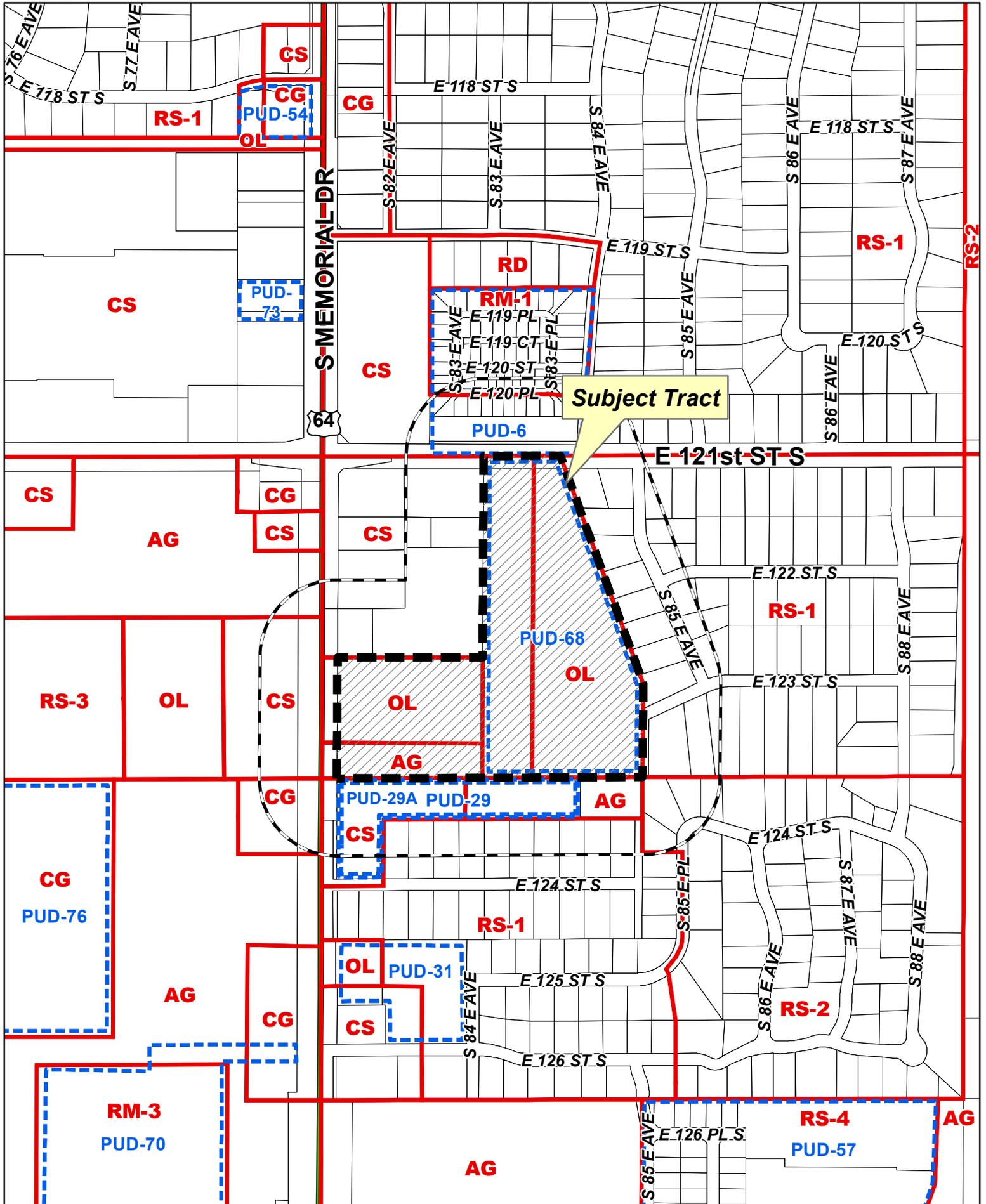


**AGENDA**  
**TECHNICAL ADVISORY COMMITTEE**  
**CONFERENCE ROOM**  
**DAWES BUILDING CITY OFFICES**  
**113 WEST DAWES AVE**  
**BIXBY, OK 74008**  
**November 06, 2013 – 10:00 AM**

1. Call to Order
2. **PUD 81 – “Chateau Villas PUD” – AAB Engineering, LLC.** Discussion and review of a rezoning request for approval of a Planned Unit Development (PUD) for approximately 23 acres in part of the NW/4 NW/4 of Section 01, T17N, R13E.  
Property Located: 12303 S. Memorial Dr. and the 8300-block of E. 121<sup>st</sup> St. S.
3. **Final Plat – “Woodcreek Office Park” – Sack & Associates, Inc.** Discussion and review of a Final Plat for “Woodcreek Office Park” for approximately 1.1694 acres consisting All of Lot 1, Block 3, *Woodcreek Office Park*.  
Property Located: 7500-block of 111<sup>th</sup> St. S.
4. **Preliminary Plat – “Seven Lakes III” – HRAOK, Inc.** Discussion and review of a Preliminary Plat for “Seven Lakes III” for approximately 1 acre in part of the W/2 of Section 02, T17N, R13E.  
Property Located: South and east of the intersection of 121<sup>st</sup> St. S. and Sheridan Rd.
5. **Preliminary Plat – “Seven Lakes IV” – HRAOK, Inc.** Discussion and review of a Preliminary Plat for “Seven Lakes IV” for approximately 17 ½ acres in part of the W/2 of Section 02, T17N, R13E.  
Property Located: South and east of the intersection of 121<sup>st</sup> St. S. and Sheridan Rd.
6. **Preliminary Plat – “Byrnes Mini-Storages” – JR Donelson, Inc. (PUD 77).** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “Byrnes Mini-Storages,” approximately 3.4 acres consisting of part of Lot 1, Block 1, *The Boardwalk on Memorial*, part of the NW/4 of Section 01, T17N, R13E, and All of Lot 11, Block 2, *Southern Memorial Acres No. 2*.  
Property Located: 12355 & 12365 S. Memorial Dr. and 12404 S. 85<sup>th</sup> E. Pl.
7. **BL-388 – John Ward.** Discussion and review of a Lot-Split for Lots 1 and 2 and the E. 100’ of Lot 5, Block 1, *Hickory Creek Estates*.  
Property Located: 13001 E. 181<sup>st</sup> St. S.
8. Old Business
9. New Business
10. Adjournment

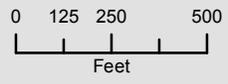
Posted By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



**Subject Tract**



**PUD-81**



01 17-13



**Planned Unit Development No. 81**

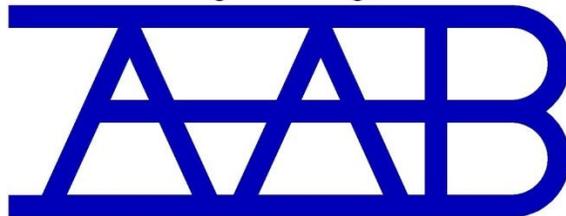
**Zoning Case BZ-368**

**Chateau Villas PUD**

**October 18, 2013**

**Owner:  
Black Gold Group, LLC**

**Prepared By:  
AAB Engineering, LLC**



**Engineering • Land Planning**

PO Box 2136 Sand Springs, OK 74063  
Office: (918) 514-4283 Fax: (918) 514-4288

## **Property Description and Development Concept**

PUD 81 is a Planned Unit Development overlay of an existing OL and CS zoned parcels (see Exhibit A for existing zoning map) along the east side of Memorial Drive and along the south side of 121<sup>st</sup> Street South. This PUD is being filed in conjunction with a rezoning application (BZ-368) for approximately 17 acres of RM-3 with the balance of the development being rezoned to CS. The majority of the site is vacant land with the exception of a single story residential house along Memorial Drive on the western part of the site which will be razed and replaced with commercial uses. The south and east part of the site will consist of luxury multi-family development. The northern part of the site will consist of commercial shopping. The conceptual site plan for the project can be seen in the attached Exhibit B.

The mutli-family component of development will provide a style of apartment living more often found in condominium developments than apartments. One, two, and three bedroom layouts will be intermixed throughout the project. The building architecture will be predominantly masonry with many articulations and balconies. It will feature numerous high-end amenities including a luxury club house, a fitness room, a business service area, opulent landscaping, a zero entry pool, and a separate kid's splash pool. The development aims to provide a truly unmatched apartment living experience.

The PUD consists of four development areas matching the above described development configuration (see the attached Exhibit C for development areas). Access to development area B will be provided via a privately maintained road through development area A and development area C.

## **PUD Legal Description**

See Attached Exhibit G for the full PUD Legal Description.

## Development Standards-Area A

### Land Area

Gross Lot Area	209,987 sq. ft.	4.83 ac
Net Lot Area	177,082 sq. ft.	4.03 ac

### Permitted Uses

Uses permitted by right (including all uses customarily accessory thereto) within the CS district and the following special exception uses:

Use Unit 17: Automotive and Allied Activities

Use Unit 18: Drive-in Restaurants

**Maximum Building Square Footage** 85,000 sq. ft.

### Minimum Building Setbacks

South Memorial Drive Right of Way	50 FT
All other Boundaries	10 FT

**Maximum Building Height:** 30 FT

### Parking

Parking will be provided in accordance with Chapter 9 of the City of Bixby Zoning Code. For the purposes of meeting the required parking amount a single car garages shall be counted as one parking spot.

### Lighting

All parking and building mounted lighting shall be oriented to minimize light leaving the development. All sights shall face down and away from the boundary of the development. All pole mounted to minimize light crossing property lines. No lighting standard shall exceed 30' from the pavement to the light fixture.

## Signage

Signs shall be limited to the following:

- One double sided project identification ground sign not exceeding 25' in height shall be permitted along Memorial Avenue, provided it does not exceed 175 square feet of display surface area per side. Signage for both Development Areas A and B shall be allowed on this sign.
- One double sided ground sign not exceeding 20' in height shall be permitted for each lot along Memorial Avenue, provided it does not exceed 100 square feet of display surface area per side.
- Wall signs shall be limited to 2 square feet per linear foot of building wall to which the signs are affixed.
- No roof or projecting signs shall be permitted.

## Screening

All trash and mechanical areas shall be screened from public view of person standing at ground level. A fabric mesh with a minimum opacity of 95% may be allowed on enclosure doors.

## Development Standards-Area B

### Land Area

Gross Lot Area	709,114 sq. ft.	16.28 ac
Net Lot Area	709,114 sq. ft.	16.28 ac

### Permitted Uses

Uses permitted by right (including all uses customarily accessory thereto) within the following Use Units:

Use Unit 8: Multi-Family Dwelling and Similar Uses

**Maximum Number of Dwelling Units** 375 Units

### Minimum Building Setbacks

South Development Area Boundary	5 FT
All other Boundaries	10 FT

**Maximum Building Height:** 48 FT

### Building Façade

All buildings shall be constructed of not less than 75% masonry materials from the top floor top plate. Building architecture shall substantially conform to the conceptual building elevations with regard to building articulation, height, and materials.

**Parking**

Parking will be provided in accordance with Chapter 9 of the City of Bixby Zoning Code. For the purposes of meeting the required parking amount a single car garages shall be counted as one parking spot.

**Lighting**

All parking and building mounted lighting shall be oriented to minimize light leaving the development. All sights shall face down and away from the boundary of the development. All pole mounted to minimize light crossing property lines. No lighting standard shall exceed 30' from the pavement to the light fixture.

**Signage**

Signs shall be limited to the following:

- Wall signs shall be limited to 2 square feet per linear foot of building wall to which the signs are affixed.
- No roof or projecting signs shall be permitted.

**Screening**

All trash and mechanical areas shall be screened from public view of person standing at ground level. A fabric mesh with a minimum opacity of 95% may be allowed on enclosure doors.

**Landscaping**

Minimum internal landscaped space 10%

The PUD shall meet the requirements of Chapter 12 Landscape Requirements of the City of Bixby Zoning code in all other manors.

**Development Standards-Area C**

**Land Area**

Gross Lot Area	86,466 sq. ft.	1.99 ac
Net Lot Area	72,824 sq. ft.	1.67 ac

**Permitted Uses**

Uses permitted by right (including all uses customarily accessory thereto) within the CS district and the following special exception uses:

- Use Unit 17: Automotive and Allied Activities
- Use Unit 18: Drive-in Restaurants

**Maximum Building Square Footage** 40,000 sq. ft.

**Minimum Building Setbacks**

East 121 <sup>st</sup> Street South Right of Way	50 FT
All other Boundaries	10 FT

**Maximum Building Height:** 30 FT

**Parking**

Parking will be provided in accordance with Chapter 9 of the City of Bixby Zoning Code. For the purposes of meeting the required parking amount a single car garages shall be counted as one parking spot.

**Lighting**

All parking and building mounted lighting shall be oriented to minimize light leaving the development. All sights shall face down and away from the boundary of the development. All pole mounted to minimize light crossing property lines. No lighting standard shall exceed 30' from the pavement to the light fixture.

**Signage**

Signs shall be limited to the following:

- One double sided ground sign not exceeding 20' in height shall be permitted for each lot along 121<sup>st</sup>, provided it does not exceed 100 square feet of display surface area per side.
- Wall signs shall be limited to 2 square feet per linear foot of building wall to which the signs are affixed.
- No roof or projecting signs shall be permitted.

**Screening**

All trash and mechanical areas shall be screened from public view of person standing at ground level. A fabric mesh with a minimum opacity of 95% may be allowed on enclosure doors.

**Landscaping**

Minimum internal landscaped space 10%

The PUD shall meet the requirements of Chapter 12 Landscape Requirements of the City of Bixby Zoning code in all other manors.

## **Development Standards-Area D**

### **Land Area**

Gross Lot Area	47,190 sq. ft.	1.03 ac
Net Lot Area	44,747 sq. ft.	1.08 ac

### **Permitted Uses**

Development Area D will be an open area used for storm sewer conveyance, floodplain, and landscaping. No parking, lighting, or signage shall be permitted.

### **Topography**

The elevation of the existing site varies from approximately 612' along the Memorial frontage to 607' at the top of the tributary channel bank (all elevations referenced to the North American Vertical Datum). The Tributary channel drains from north to south with elevations ranging from 603' at the north to 601' at the south. The developed site will maintain this drainage pattern with the inclusion of a storm sewer system

The attached Exhibit D depicts an aerial of the existing site as well as topography.

### **Drainage**

The tributary of Fry Ditch No. 1 has been widened to allow for the majority of the site to be removed from the FEMA floodplain. The widening of the tributary also removes the requirement of onsite detention. The majority of the site will be graded to allow for surface water to drain directly to the improved tributary or be collected in an internal storm sewer system that will route it to the improved tributary.

### **Vehicular and Pedestrian Access and Circulation**

The attached Exhibit E depicts the vehicular and pedestrian access points and circulation anticipated to accommodate the conceptual site plan. Access to the parcels of development area A and B will be provided by a privately maintained street. This street will be maintained by the property owners association created for the development. Access to the lots within Development Area C will be derived by not more than 2 direct connections to 121<sup>st</sup> Street South.

## **Utilities**

Water service is provided to the site by an existing 12" waterline along the north side of 121<sup>st</sup> Street South and an existing 12" waterline along the east side of Memorial Drive. A waterline loop will be constructed to provide fire protection and water service to Development Area B.

An 10" sanitary sewer line extends northwest to southeast on the east side of the tributary of Fry Ditch No. 1 along the eastern property line of the PUD. A line will be extended of this existing line to serve the site as required by the City of Bixby.

Other utility services are currently provided to the site and will continue to be provided via underground services. See attached Exhibit F for the conceptual improvements plan.

## **Detailed Site Plan Review**

No building permit shall be issued until a detailed site plan is submitted to and approved by the Bixby Planning Commission in accordance with the City of Bixby Zoning Code.

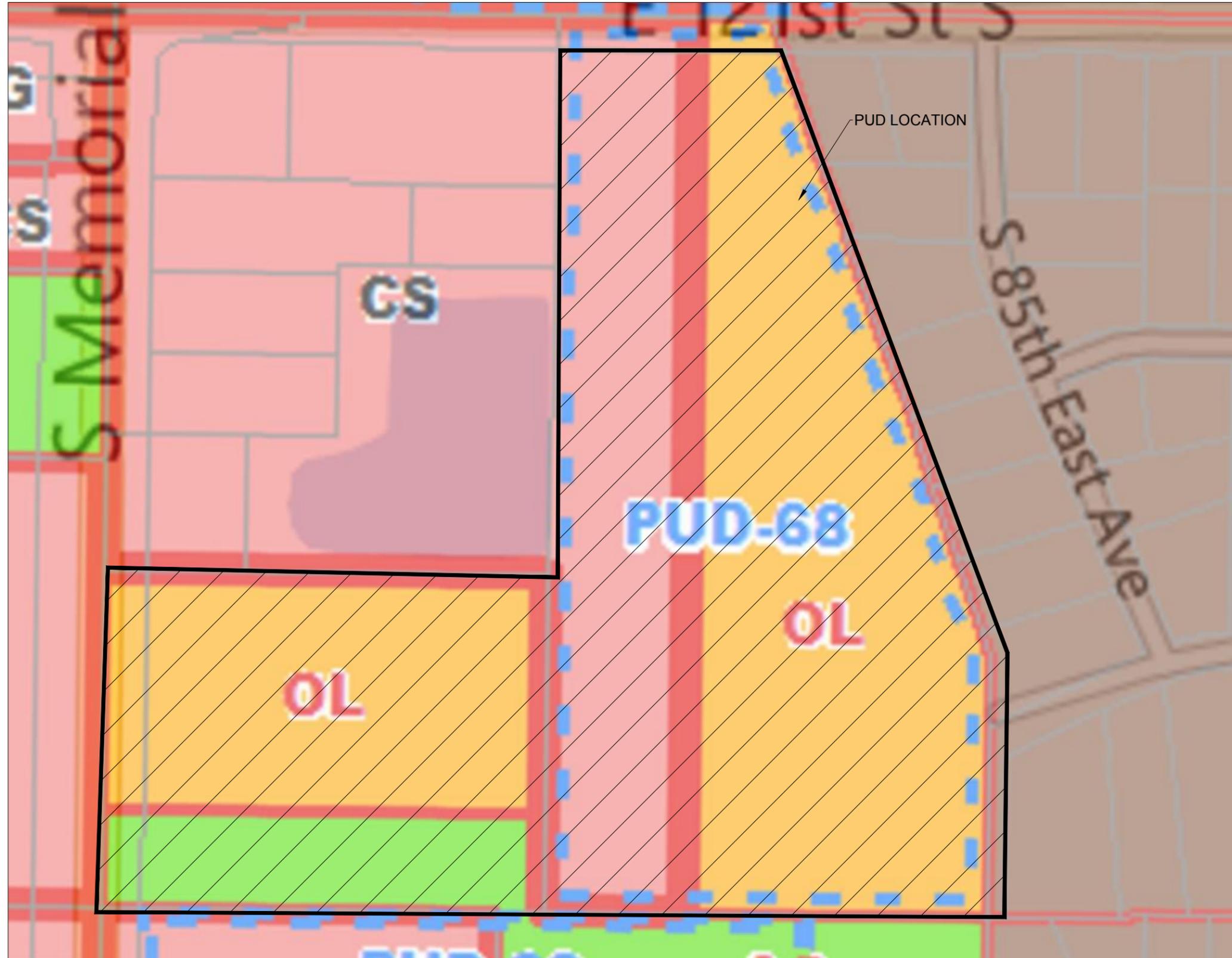
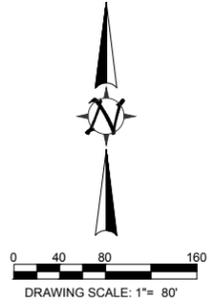
## **Requirement to Plat**

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Bixby Subdivision Regulations.

## **Schedule of Development**

Development of the apartment complex is expected to begin in Spring of 2014.

Exhibit A  
Existing Zoning Map  
for  
**Chateau Villas**



FILE: P113101-0001-APP-CONCEPT-01.PXD  
PLOT DATE: 11/10/2013



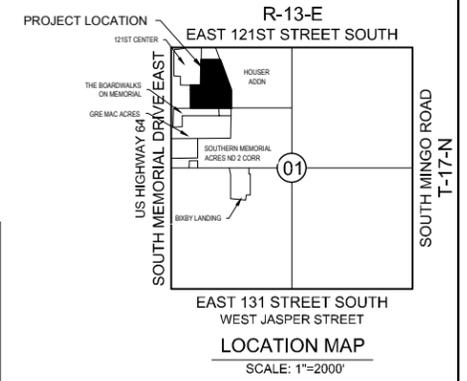
AAB Engineering, LLC  
**AAB**  
Engineering • Land Planning  
PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2014  
Office: (918) 514-4283 Fax: (918) 514-4288

# Exhibit B

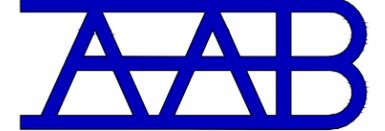
Conceptual Site Plan  
for  
**Chateau Villas**



0 40 80 160  
DRAWING SCALE: 1"= 80'



AAB Engineering, LLC

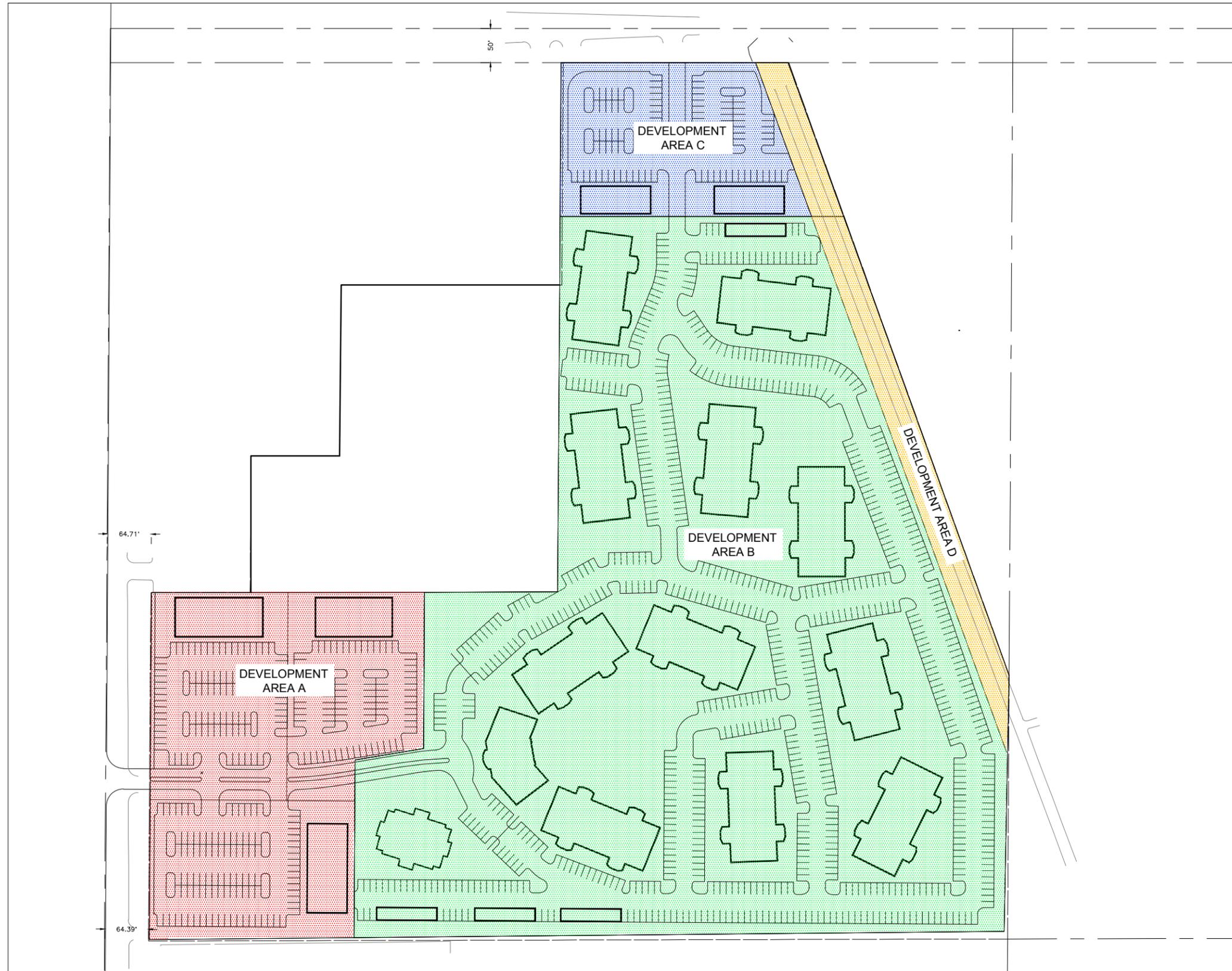
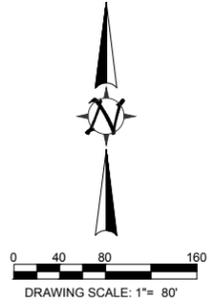


Engineering • Land Planning

PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2014  
Office: (918) 514-4283 Fax: (918) 514-4288

# Exhibit C

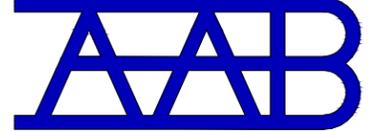
Developmental Areas  
for  
**Chateau Villas**



PLAT DATE: 04/10/2013 FILE: P117101.BB07 APARTMENT CONCEPT.DWG



AAB Engineering, LLC



Engineering • Land Planning

PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2014  
Office: (918) 514-4283 Fax: (918) 514-4288

# Exhibit D

Existing Aerial and Topo  
for  
**Chateau Villas**



0 40 80 160  
DRAWING SCALE: 1" = 80'



FILE: P117101-0001-APP-11-15-2013-CONCEPT.DWG



AAB Engineering, LLC



Engineering • Land Planning

PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2014  
Office: (918) 514-4283 Fax: (918) 514-4288

# Exhibit E

Access and Circulation Plan  
for  
**Chateau Villas**



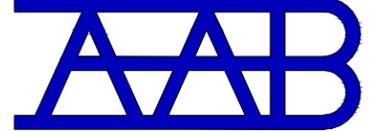
0 40 80 160  
DRAWING SCALE: 1" = 80'



PL01 DATE: 11/10/2013 FILE: P111301.BB01 APARTMENT CONCEPT.DWG



AAB Engineering, LLC



Engineering • Land Planning

PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2014  
Office: (918) 514-4283 Fax: (918) 514-4288

# Exhibit F

## Conceptual Improvements for Chateau Villas



0 40 80 160  
DRAWING SCALE: 1" = 80'



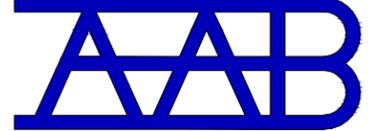
### LEGEND

- SS — PROPOSED SANITARY SEWER LINE
- WL — PROPOSED WATER LINE
- SD — PROPOSED STORM SEWER LINE

PLOT DATE: 11/04/2013 FILE: P113101.BB07 APARTMENT CONCEPT.DWG



AAB Engineering, LLC



Engineering • Land Planning

PO Box 2136 Sand Springs, OK 74063  
OK CA#6318 Exp: June 30, 2014  
Office: (918) 514-4283 Fax: (918) 514-4288

# EXHIBIT G

## Legal Description

A TRACT OF LAND BEING PART OF THE NW/4 OF SECTION 1, T-17-N R-13-E, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1; THENCE NORTH 88°39'06" EAST ALONG THE NORTH LINE OF SAID NW/4 SECTION 1, FOR A DISTANCE OF 663.98 FEET; THENCE SOUTH 01°20'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°39'06" EAST AND PARALLEL TO SAID NORTH LINE, FOR A DISTANCE OF 330.71 FEET; THENCE SOUTH 21°10'49" EAST ALONG THE WEST LINE OF BLOCK 4, HOUSER ADDITION, SUBDIVISION IN THE CITY OF TULSA, FOR A DISTANCE OF 952.20 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4 SECTION 1; THENCE SOUTH 01°00'25" EAST ALONG THE EAST LINE OF LOT 4 SECTION 1, FOR A DISTANCE OF 386.00 FEET TO THE SOUTHEAST CORNER OF LOT 4 SECTION 1; THENCE SOUTH 88°30'56" WEST ALONG THE SOUTH LINE OF LOT 4 SECTION 1, FOR A DISTANCE OF 755.29 FEET; THENCE NORTH 00°59'41" WEST FOR A DISTANCE OF 508.54 FEET TO A POINT ON THE SOUTH LINE OF 121<sup>ST</sup> CENTER, AN ADDITION TO THE CITY OF TULSA; THENCE NORTH 88°39'06" EAST ALONG THE SOUTH LINE OF 121<sup>ST</sup> CENTER FOR A DISTANCE OF 95.96 FEET TO THE SOUTHEAST CORNER OF 121<sup>ST</sup> CENTER; THENCE NORTH 00°59'54" WEST ALONG THE EAST LINE OF 121<sup>ST</sup> CENTER FOR A DISTANCE OF 775.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 747,133 SQUARE FEET OR 17.152 ACRES.

AND

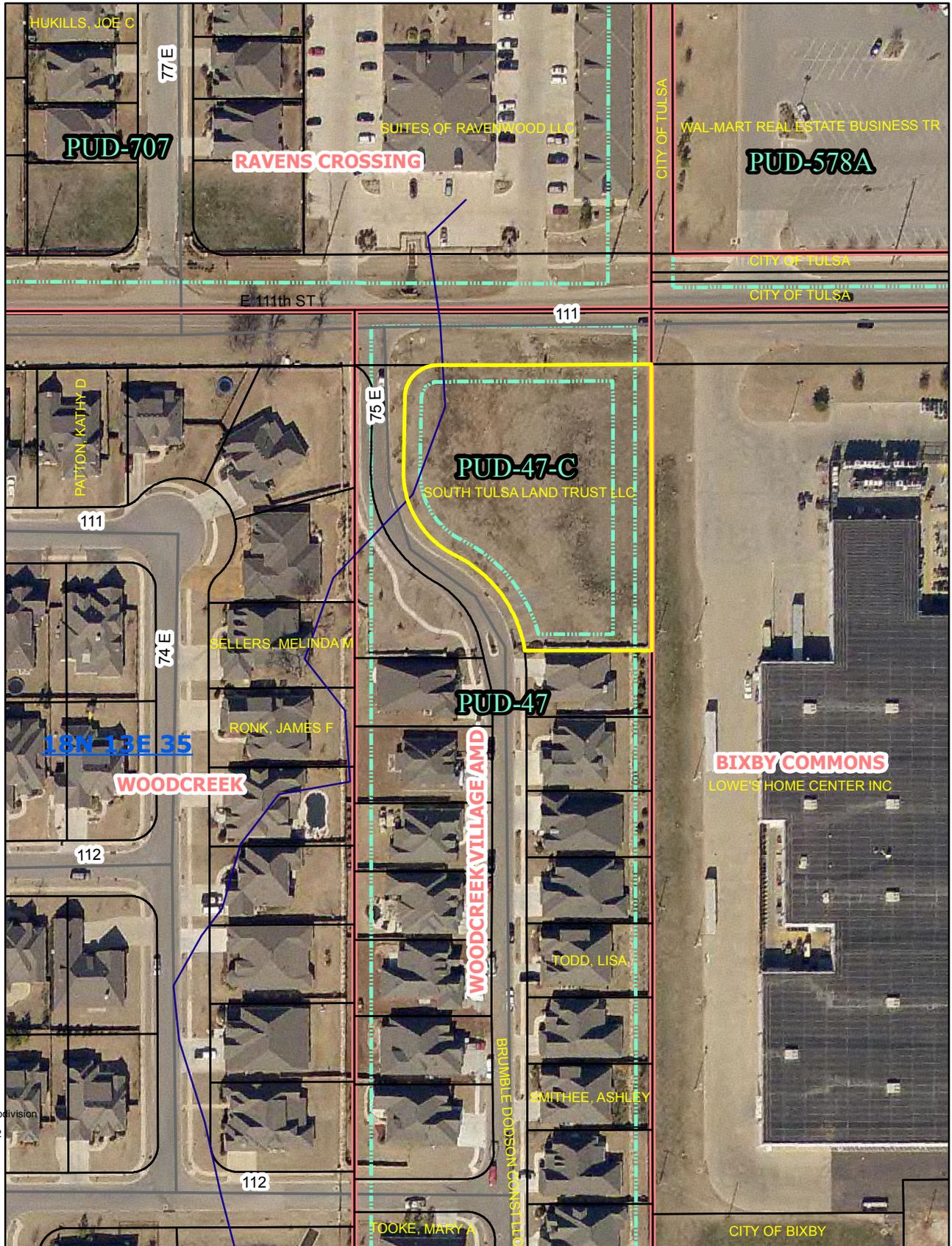
A TRACT OF LAND BEING PART OF THE NW/4 OF SECTION 1, T-17-N R-13-E, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 SECTION 1; THENCE NORTH 88°30'56" EAST ALONG THE SOUTH LINE OF SAID LOT 4 SECTION 1, FOR A DISTANCE OF 64.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°30'56" EAST CONTINUING ALONG THE SOUTH LINE OF SAID LOT 4 SECTION 1, FOR A DISTANCE OF 504.30 FEET; THENCE NORTH 00°59'41" WEST FOR A DISTANCE OF 508.54 FEET TO A POINT ON THE SOUTH LINE OF 121<sup>ST</sup> CENTER, AN ADDITION TO THE CITY OF TULSA; THENCE SOUTH 88°38'59" WEST ALONG THE SOUTH LINE OF 121<sup>ST</sup> CENTER, FOR A DISTANCE OF 503.85 FEET; THENCE SOUTH 00°56'41" EAST FOR A DISTANCE OF 509.72 FEET TO THE POINT OF BEGINNING.

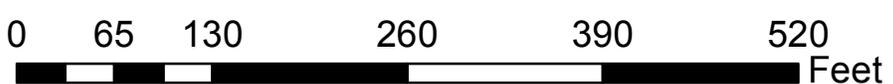
SAID TRACT CONTAINS 256,633 SQUARE FEET OR 5.892 ACRES.

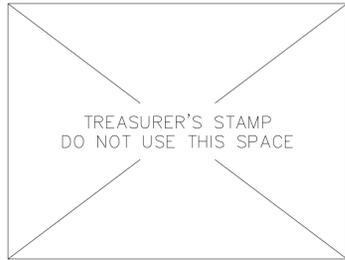
BASIS OF BEARING OF PROPERTY DESCRIPTIONS IS THE SOUTH LINE OF GOVERNMENT LOT 4 SECTION 1, BEING NORTH 88°30'56" EAST.

# Final Plat – “Woodcreek Office Park” Sack & Associates, Inc. (PUD 47-C)



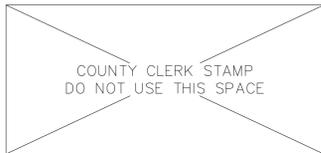
- Businesses
- bixby\_streams
- ▭ Tulsa Parcels 08/13
- ▭ WagParcels 08/13
- ▭ TulSubdivision
- ▭ WagonerCounty\_Subdivision
- WagRoads\_Aug2012
- E911Streets
- ▭ PUD
- ▭ bixby\_s-t-r
- ▭ county





PLAT No. \_\_\_\_\_

FINAL PLAT  
CERTIFICATE OF APPROVAL  
I HEREBY CERTIFY THAT THIS PLAT  
WAS APPROVED BY THE CITY OF  
BIXBY:  
ON \_\_\_\_\_  
BY \_\_\_\_\_  
MAYOR - VICE MAYOR  
THIS APPROVAL IS VOID IF THE  
ABOVE SIGNATURE IS NOT  
ENDORSED BY THE CITY MANAGER  
OR CITY CLERK.  
BY \_\_\_\_\_  
CITY MANAGER - CITY CLERK



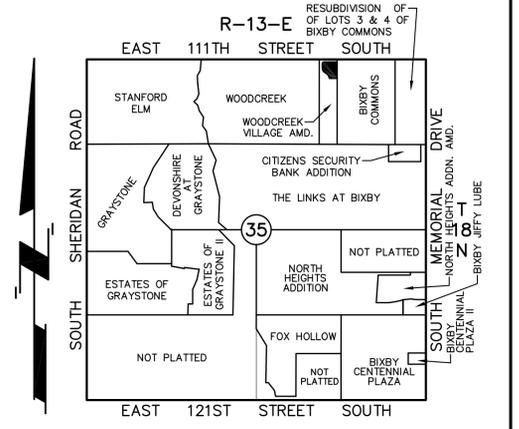
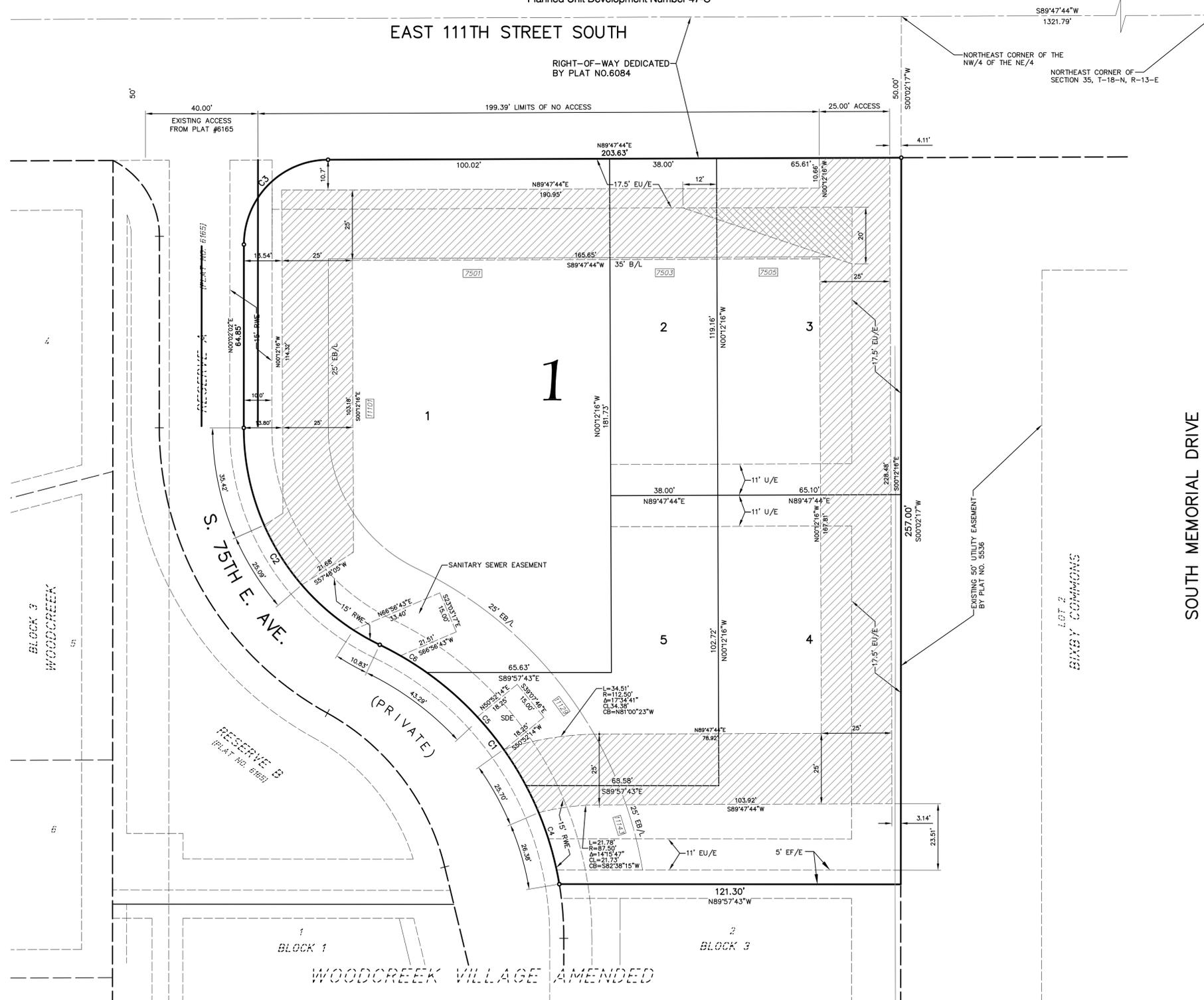
Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	110.13'	115.00'	54°52'11"	N37°00'01"W	105.97'
C2	95.65'	85.00'	64°28'23"	S32°11'55"E	90.68'
C3	47.00'	30.00'	89°45'27"	S44°55'00"W	42.34'
C4	36.36'	115.00'	18°06'56"	N18°46'21"W	36.80'
C5	53.84'	115.00'	26°49'28"	N41°23'31"W	53.35'
C6	19.33'	115.00'	09°37'51"	N59°15'52"W	19.31'

# 'CONDITIONAL FINAL PLAT'

## Woodcreek Office Park

A RE-SUBDIVISION OF  
LOT 1 IN BLOCK 3 OF WOODCREEK VILLAGE AMENDED  
IN PART OF THE  
N/2 OF THE N/2 OF SECTION 35, T-18-N, R-13-E  
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

Planned Unit Development Number 47-C



Location Map  
SCALE: 4"=1 MILE

### Owner / Developer

SOUTH TULSA LAND TRUST LLC  
ATTN: RICK DODSON  
6205 E. 105TH STREET  
TULSA, OKLAHOMA 74137  
PHONE: (918) 298-0022

### Engineer / Surveyor

SACK AND ASSOCIATES, INC.  
3530 EAST 31ST STREET SOUTH, SUITE A  
TULSA, OKLAHOMA 74135-1519  
PHONE: (918) 592-4111  
E-MAIL: SA@SACKANDASSOCIATES.COM  
C.A. No. 1783

### Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED ON THE  
PLAT OF 'WOODCREEK VILLAGE AMENDED', PLAT  
NUMBER 6165

### Monumentation

ALL CORNERS TO BE SET USING A 3/8" x 18" IRON  
PIN WITH A YELLOW CAP STAMPED 'SACK LS 1139'  
AFTER INSTALLATION OF UTILITIES AND COMPLETION  
OF STREET IMPROVEMENTS.

### Subdivision Statistics

SUBDIVISION CONTAINS 5 LOTS IN 1 BLOCK  
BLOCK 1 CONTAINS 1.1694 ACRES (50,937 SQ. FT.)  
LOT 1 CONTAINS 0.5014 ACRES (21,840 SQ. FT.)  
LOT 2 CONTAINS 0.1039 ACRES (4,528 SQ. FT.)  
LOT 3 CONTAINS 0.1788 ACRES (7,788 SQ. FT.)  
LOT 4 CONTAINS 0.2541 ACRES (11,070 SQ. FT.)  
LOT 5 CONTAINS 0.1311 ACRES (5,711 SQ. FT.)

### Legend

- B/L = BUILDING LINE DEDICATED BY THIS PLAT
- EB/L = EXISTING BUILDING LINE BY PLAT #6165
- EF/E = EXISTING FENCE EASEMENT BY PLAT #6165
- EU/E = EXISTING UTILITY EASEMENT BY PLAT #6165
- RWE = EXISTING RESTRICTED WATERLINE EASEMENT BY PLAT #6165
- SDE = EXISTING STORM SEWER EASEMENT BY PLAT #6165
- U/E = UTILITY EASEMENT DEDICATED BY THIS PLAT
- ST = STREET ADDRESS
- [Hatched Box] MUTUAL ACCESS EASEMENT DEDICATED BY THIS PLAT
- [Cross-hatched Box] MUTUAL ACCESS & UTILITY EASEMENT DEDICATED BY THIS PLAT

### Addresses

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

**“WOODCREEK OFFICE PARK”**  
**DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

THAT SOUTH TULSA LAND TRUST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS “OWNER”, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

ALL OF LOT 1 IN BLOCK 3 OF “WOODCREEK VILLAGE AMENDED”, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6165.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FIVE LOTS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS “WOODCREEK OFFICE PARK”, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES 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, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON 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 WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANY PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES

OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

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

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS 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, IN THE JUDGMENT OF THE CITY OF BIXBY, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, 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, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE 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.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS 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.
2. 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 OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. 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.

E. SURFACE DRAINAGE

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

F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 111TH STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BIXBY METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. MUTUAL ACCESS EASEMENT

MUTUAL ACCESS EASEMENTS, DEPICTED AS "MAE" OR "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, ARE 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "WOODCREEK OFFICE PARK" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 47, 47A AND 47B) AND PUD 47 WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON NOVEMBER 21, 2005 AND APPROVED BY THE BIXBY CITY COUNCIL ON DECEMBER 12, 2005 AND PUD 47A WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON MAY 21, 2007 AND APPROVED BY THE BIXBY CITY COUNCIL ON MAY 29, 2007, AND PUD 47B WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON \_\_\_\_\_, 20\_\_ AND APPROVED BY THE BIXBY CITY COUNCIL ON \_\_\_\_\_, 20\_\_.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BIXBY, OKLAHOMA.

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

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN "WOODCREEK OFFICE PARK" AND BY THE CITY OF BIXBY AS HEREINAFTER SET FORTH.

A. GENERAL STANDARDS

THE DEVELOPMENT OF "WOODCREEK OFFICE PARK" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED \_\_\_\_\_, 20\_\_, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. DEVELOPMENT STANDARDS

1. NET LAND AREA 1.1694 ACRES  
50,937 SF
  
2. PERMITTED USES

ANY OF THOSE USES PERMITTED AS A MATTER OF RIGHT IN THE CS COMMERCIAL SHOPPING DISTRICT, AND USES CUSTOMARILY ACCESSORY TO THOSE PERMITTED USES, AND EXCLUDING AUTOMOTIVE USES, BODY PIERCING/TATTOO PARLORS AND EXCLUDING SEXUALLY ORIENTED BUSINESSES. ANY PERMITTED USE MUST PROVIDE REQUIRED PARKING

SPACES BASED ON SQUARE FOOTAGE OF THE BUILDING CONTAINING THAT USE.

3. MAXIMUM BUILDING FLOOR AREA

OFFICE	LOT 1	6,060 SF PER LOT
	LOTS 4-5	2,800 SF PER LOT
	LOTS 2-3	1,400 SF PER LOT

NOT TO EXCEED .50 FAR

4. MINIMUM LOT FRONTAGE

ALL LOTS ALONG EAST 111TH STREET SOUTH  
OR SOUTH 75th EAST AVENUE (PRIVATE)  
(MUTUAL ACCESS EASEMENT) 35 FT

5. MAXIMUM BUILDING HEIGHT

OFFICE 40 FT

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED THE  
MAXIMUM BUILDING HEIGHT WITH DETAIL SITE PLAN APPROVAL.

6. OFF-STREET PARKING

AS REQUIRED BY CITY OF BIXBY ZONING CODE (1/300). 'CROSS  
PARKING' SHALL BE PERMITTED ACROSS THE "WOODCREEK OFFICE  
PARK".

7. MINIMUM BUILDING SETBACKS

FROM THE EAST 111TH STREET RIGHT-OF-WAY	35 FT
FROM THE INTERNAL REAR LOT LINES	11 FT
FROM THE INTERNAL SIDE LOT LINES	5 FT
FROM SOUTH 75th EAST AVENUE (PRIVATE)	25 FT
FROM THE SOUTH LOT LINE OF LOT 4	11 FT
FROM AN ABUTTING R DISTRICT BOUNDARY	11 FT

8. LANDSCAPED AREA

A MINIMUM OF 15% OF THE STREET YARD SHALL BE IMPROVED AS  
LANDSCAPED OPEN SPACE IN ACCORD WITH THE LANDSCAPE CHAPTER  
OF THE ZONING CODE OF THE CITY OF BIXBY.

9. SIGNAGE

A. ONE CENTER IDENTIFICATION GROUND SIGN NOT EXCEEDING 30  
FEET IN HEIGHT AND 200 SQUARE FEET IN DISPLAY SURFACE  
AREA SHALL BE PERMITTED ALONG THE EAST 111TH STREET  
FRONTAGE.

B. WALL SIGNS SHALL NOT BE PERMITTED TO EXCEED 2.0 SQUARE  
FEET OF DISPLAY SURFACE AREA PER LINEAL FOOT OF

BUILDING WALL TO WHICH ATTACHED. THE LENGTH OF A TENANT WALL SIGN SHALL NOT EXCEED SEVENTY-FIVE PERCENT OF THE FRONTAGE OF THE TENANT SPACE.

9. LIGHTING

LIGHT STANDARDS SHALL NOT EXCEED 25 FEET IN HEIGHT OR 12 FEET WITHIN 50 FEET OF ADJACENT RESIDENTIAL AREAS. ALL LIGHTING SHALL BE HOODED AND DIRECTED DOWNWARD AND AWAY FROM THE PROPERTY LINES IN COMMON WITH RESIDENTIAL AREAS.

10. CROSS PARKING

THE OWNER HEREBY DEDICATES, GRANTS AND ESTABLISHES FOR THE BENEFIT OF THE WOODCREEK OFFICE PARK PORTION OF THE PROPERTIES AND FOR THE BENEFIT OF THE ENTIRE PROPERTIES AND THE OWNERS OF ANY LOT THEREOF, THEIR EMPLOYEES, AGENTS, GUESTS, INVITEES, MORTGAGEES, TENANTS, LESSEES, SUBTENANTS, LICENSEES, HEIRS, SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE EASEMENT FOR PARKING OF VEHICLES OVER, ON AND ACROSS THE AREA WITHIN THE PROPERTIES CONSTITUTING PARKING AREAS.

SECTION III. OWNERS ASSOCIATION

A. FORMATION OF OWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE WITHIN "WOODCREEK OFFICE PARK" (HEREINAFTER REFERRED TO AS THE "OWNERS ASSOCIATION") TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "WOODCREEK OFFICE PARK". THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A LOT WITHIN "WOODCREEK OFFICE PARK" SHALL BE A MEMBER OF THE OWNERS ASSOCIATION. MEMBERSHIP IN THE OWNERS ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN "WOODCREEK OFFICE PARK" SHALL BE SUBJECT TO ASSESSMENT BY THE OWNERS ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORMWATER DETENTION FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

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

B. DURATION

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



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_, BY RICHARD L. DODSON, AS MANAGER OF SOUTH TULSA LAND TRUST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "WOODCREEK OFFICE PARK," A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_.

\_\_\_\_\_  
THEODORE A. SACK  
REGISTERED PROFESSIONAL LAND  
SURVEYOR, OKLAHOMA NO. 1139

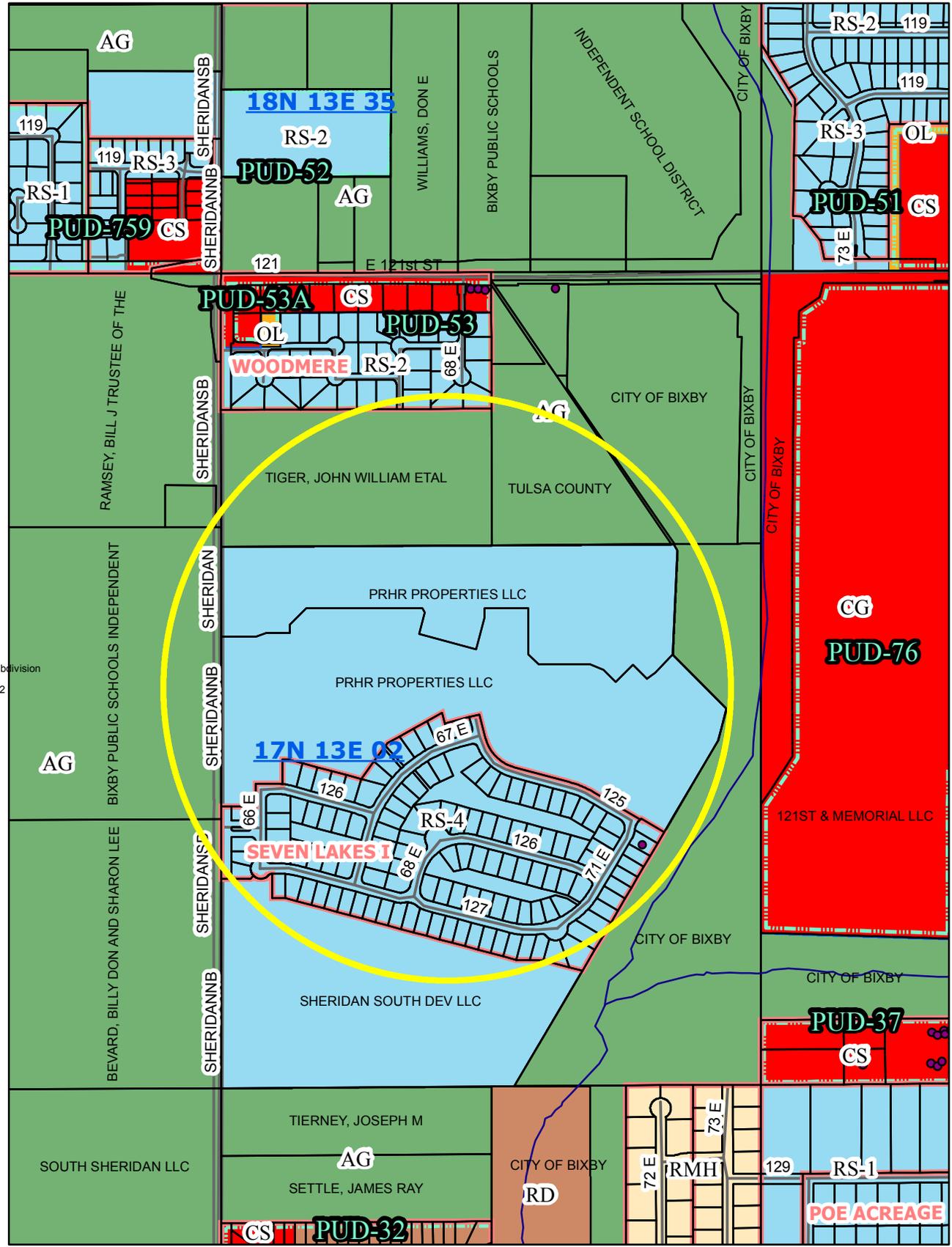
STATE OF OKLAHOMA    )  
                          )  SS.  
COUNTY OF TULSA     )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_, BY THEODORE A. SACK.

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
NOTARY PUBLIC

# Preliminary Plat – “Seven Lakes III” – HRAOK, Inc. and Preliminary Plat – “Seven Lakes IV” – HRAOK, Inc.



- Businesses
- bixby\_streams
- Tulsa Parcels 08/13
- WagParcels 08/13
- TulSubdivision
- WagonerCounty\_Subdivision
- WagRoads\_Aug2012
- E911Streets
- PUD
- <all other values>
- ZONE\_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- <all other values>
- ZONE\_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- bixby\_s-t-r
- county



**Land Summary**

SUBDIVISION CONTAINS FOUR(4) LOTS IN TWO (2) BLOCKS

SEVEN LAKES III INCLUDES 1.07 ACRES:

BLOCK 1 3 LOTS  
BLOCK 2 1 LOTS

SUBDIVISION CONTAINS 1.08 ACRES

**Legend**

B/L BUILDING LINE  
U/E UTILITY EASEMENT  
1234 STREET ADDRESS

**Monumentation**

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"X 1/8" STEEL PIN WITH A PLASTIC CAP STAMPED "PLS 1283" AT ALL CORNERS.

**Basis of Bearings**

THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - NORTH ZONE - NAD83 (1993).

**PROJECT Benchmark**

ADS BRASS CAP LOCATED AT THE NORTHWEST CORNER OF SECTION 02, T-17N, R-13E, TULSA COUNTY, OKLAHOMA. ELEV = 611.97 (NAVD 1988)

**Notes**

ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

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.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY.

# Preliminary Plat Seven Lakes III

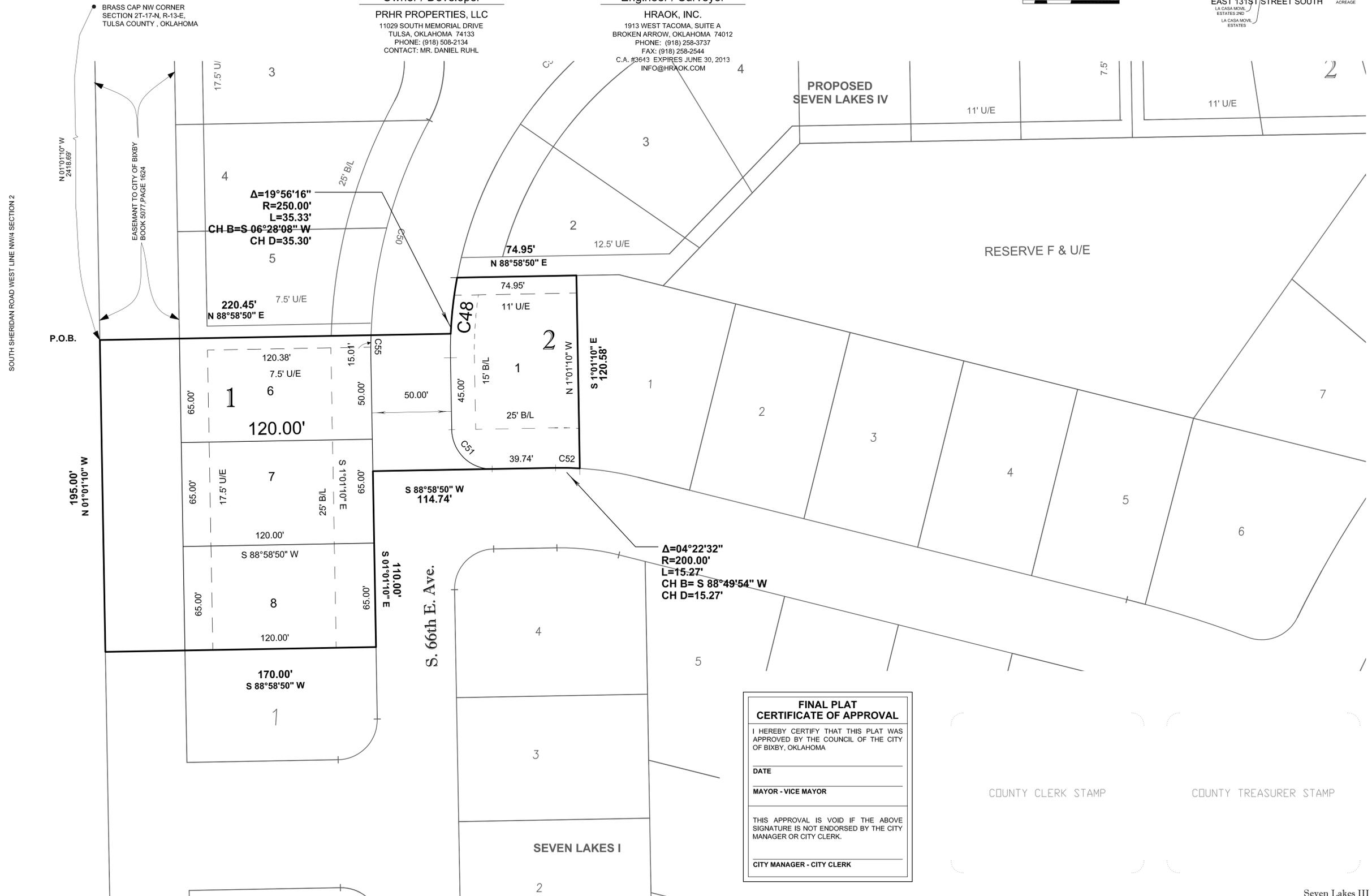
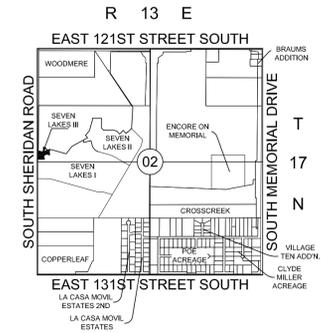
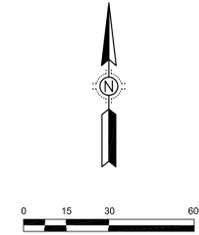
AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, BEING A SUBDIVISION OF A PART OF THE NORTH WEST ONE-QUARTER OF SECTION 02, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN

**Owner / Developer**

PRHR PROPERTIES, LLC  
11029 SOUTH MEMORIAL DRIVE  
TULSA, OKLAHOMA 74133  
PHONE: (918) 508-2134  
CONTACT: MR. DANIEL RUHL

**Engineer / Surveyor**

HRAOK, INC.  
1913 WEST TACOMA, SUITE A  
BROKEN ARROW, OKLAHOMA 74012  
PHONE: (918) 258-3737  
FAX: (918) 258-2544  
C.A. #2643 EXPIRES JUNE 30, 2013  
INFO@HRAOK.COM



BRASS CAP NW CORNER SECTION 2T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA

N 01°01'10" W 2418.66'

P.O.B.

195.00' N 01°01'10" W

110.00' S 01°01'10" E

170.00' S 88°58'50" W

120.00' S 88°58'50" W

120.00' S 88°58'50" W

Δ=19°56'16"  
R=250.00'  
L=35.33'  
CH B=S 06°28'08" W  
CH D=35.30'

220.45' 7.5' U/E  
N 88°58'50" E

S 88°58'50" W 114.74'

Δ=04°22'32"  
R=200.00'  
L=15.27'  
CH B= S 88°49'54" W  
CH D=15.27'

LOT NO.	AREA (SF)
6	7801.88
7	7800.00
8	7800.00

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C48	11°32'13"	250.00	50.34
C51	90°00'00"	25.00	39.27
C52	04°22'32"	200.00	15.27
C55	02°05'58"	300.00	15.01

**FINAL PLAT CERTIFICATE OF APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA

DATE \_\_\_\_\_

MAYOR - VICE MAYOR \_\_\_\_\_

CITY MANAGER - CITY CLERK \_\_\_\_\_

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

**SEVEN LAKES III**  
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PRHR PROPERTIES, 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 IN THE NORTHWEST ONE-QUARTER (NW/4) OF SECTION TWO (02), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**SEVEN LAKES III**

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 02; THENCE S 01°01'10" E ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (NW/4) OF SAID SECTION 02 A DISTANCE OF 2418.69 FEET TO THE POINT OF BEGINNING; THENCE N 88°58'50" E A DISTANCE OF 220.45 FEET TO A POINT AT BEGINNING OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250,000 FEET, A CENTRAL ANGLE OF 08°09'50", A CHORD BEARING OF N 06°28'08" E AND A CHORD LENGTH OF 35.30 FEET; THENCE NORTHERLY AN ARC DISTANCE OF 35.33 FEET; THENCE N 88°58'50" E A DISTANCE OF 74.95 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, SEVEN LAKES I, A SUBDIVISION IN THE CITY OF BIXBY, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6113; THENCE ALONG THE WEST LINE OF SAID LOT 1, BLOCK 6, S 01°01'10" E A DISTANCE OF 120.58 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 6, SAID POINT BEING AT THE BEGINNING OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 04°22'32", A CHORD BEARING OF N 88°49'54" W AND A CHORD LENGTH OF 15.27 FEET; THENCE WESTERLY AN ARC DISTANCE OF 15.27 FEET; THENCE S 88°58'50" W A DISTANCE OF 114.74 FEET; THENCE S 01°01'10" E A DISTANCE OF 110.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 2 OF SEVEN LAKES I; THENCE S 88°58'50" W AND ALONG THE NORTH LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 170.00 FEET TO POINT ON WEST LINE OF THE NORTHWEST ONE-QUARTER (NW/4) OF SAID SECTION 2; THENCE A N 01°01'10" W ALONG SAID WEST LINE A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING .

SAID TRACT CONTAINS 46,921 SQUARE FEET/ 1.08 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR SAID TRACT ARE BASED ON PLATTED BEARINGS OF N 01°01'10" W ALONG THE WEST LINE OF NORTHWEST CORNER OF SEVEN LAKES I A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6113), FILED IN THE OFFICES OF THE TULSA COUNTY CLERK.

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

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

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

B. UNDERGROUND SERVICE

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

C. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT A.G.RESS TO BE BOUND HEREBY.

D. WATER AND SANITARY SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN OR PUBLIC SANITARY SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SANITARY SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER, SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, OR PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH 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 SAID UNDERGROUND WATER AND SEWER FACILITIES.
- ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

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

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. STORM SEWER

- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.
- NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED WITHOUT THE CONSENT OF THE CITY OF BIXBY.
- THE FOREGOING COVENANTS CONCERNING UTILITY EASEMENTS AND THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**SECTION II - LAND USE RESTRICTIONS**

A. USE OF LAND. ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES, SINGLE FAMILY PURPOSES AND ONE (1) COMMUNITY SWIMMING POOL. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER/DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. RESERVE "F"

- RESERVE "F" IS HEREBY ESTABLISHED FOR GREEN BELT ACCESS FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION. RESERVE "C" IS ALSO DEDICATED AS A GENERAL UTILITY EASEMENT.
- STORM SEWER AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE RESERVE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY ENGINEER OF BIXBY.

- THE DRAINAGE FACILITIES LOCATED IN RESERVES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE RESERVE AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND DEBRIS;
- THE RESERVE AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING TWO (2) WEEKS;
- CONCRETE APPURTENANCES, IF ANY, SHALL BE MAINTAINED IN GOOD AND WORKING CONDITION;

AND IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS AND FACILITIES THERE SITUATED THE CITY OF BIXBY, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION. AT LEAST 15 DAYS PRIOR TO ITS ENTRY TO PERFORM SUCH MAINTENANCE, THE CITY OF BIXBY SHALL PROVIDE NOTICE ADDRESSED TO THE REGISTERED AGENT OF THAT ASSOCIATION OF ITS INTENTION TO PERFORM SUCH MAINTENANCE.

- IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COST OF LAND MAINTENANCE PERFORMED BY THE CITY OF BIXBY AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE CITY OF BIXBY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION; PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED ITS PROPORTIONATE SHARE, BASED ON THE TOTAL NUMBER OF LOTS IN THE ASSOCIATION, OF THE ASSOCIATION'S COST OF MAINTENANCE.

C. RESERVE "F" SHALL ONLY BE USED FOR DRAINAGE FACILITIES AND UTILITY EASEMENT AND SHALL NOT BE USED FOR RECREATION.

D. SETBACKS

- STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURE SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE

BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

- SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.
  - REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.
  - EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
- F. BUILDING HEIGHT. NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

**SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS**

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

- AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.
  - NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
  - THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.
- B. FLOOR AREA OF DWELLING
- SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREAS.
  - TWO STORY AND THREE STORY. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
  - COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
  - WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION B.

- C. GARAGES. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.
- D. FOUNDATIONS. ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.
- E. MASONRY

- THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS). AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.
- WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE REQUIREMENTS SET OUT IN PARAGRAPHS 1 OF THIS SUBSECTION E.

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

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

H. WINDOWS. ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH

- NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.
- WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25% OF THE HORIZONTAL AREA COVERED BY ROOF.

J. ROOFING MATERIALS. ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

K. ROOFTOP PROTRUSIONS. METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

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

M. OUTBUILDINGS

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

N. SWIMMING POOLS. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE, EXCEPT AS SPECIFIED IN SECTION III, SUBSECTION P.2 IMMEDIATELY BELOW (I) ALL FENCING SHALL BE 6" PRIVACY CONSTRUCTED OF STANDARD WOOD, AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES OR PONDS IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING FACING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES. SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

P. ANTENNAS

1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.
2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

Q. LANDSCAPING AND LOT MAINTENANCE

1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF \$500.0 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUND COVER, ETC.) EXCLUSIVE OF SODDING.
2. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
3. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE LOT SO AS TO PROVIDE ACCESS TO PERSONS MAKING SUCH PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.

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

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

- T. CLOTHESLINES. EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

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

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

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

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

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

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

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

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

**SECTION IV - HOMEOWNERS' ASSOCIATION**

- A. FORMATION OF HOMEOWNERS' ASSOCIATION. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVES AREAS, LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

- B. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST. THE ASSOCIATION SHALL ALSO INCLUDE THE RECORD OWNERS OF LOTS IN THE OTHER PHASES OF SEVEN LAKES TO BE CONTIGUOUS TO THE SUBDIVISION, OWNER/DEVELOPER OR ITS AFFILIATE MAY, BY DESIGNATION OF THE ASSOCIATION IN THE PLATS, DEEDS OF DEDICATION AND COVENANTS OF OTHER PHASES OF SEVEN LAKES AS THE OPERATIVE HOMEOWNERS ASSOCIATION FOR SUCH ADDITIONS, EFFECT THE INCLUSION OF ALL OF THE LOT OWNERS IN SUCH ADDITIONS AS MEMBERS OF THE ASSOCIATION.

- C. COVENANT FOR ASSESSMENTS. THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

- D. ENFORCEMENT RIGHTS OF THE ASSOCIATION. WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY

HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

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

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

- B. AMENDMENT. THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, LAND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN SEVEN LAKES II OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

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

- D. DEFINITIONS. IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON SEPTEMBER 9, 2013 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
DANIEL RHUL, MANAGER  
PRHR PROPERTIES, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF TULSA   )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY THE ABOVE MANAGER OF PRHR PROPERTIES, LLC.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
MY COMMISSION NUMBER IS:

**CERTIFICATE OF SURVEY**

I, ALAN C. HALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SEVEN LAKES III", 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 PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

\_\_\_\_\_  
ALAN C. HALL  
PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1283

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF TULSA   )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY ALAN C. HALL.

\_\_\_\_\_  
NOTARY PUBLIC : GLORIA J. SHOWMAN  
MY COMMISSION EXPIRES: AUGUST 26, 2017  
MY COMMISSION NUMBER IS 13007902

**Land Summary**

SUBDIVISION CONTAINS FIFTY ONE LOTS (51) IN SIX (6) BLOCKS AND TWO (2) RESERVE AREAS

SEVEN LAKES IV INCLUDES 17.48 ACRES:

BLOCK 1	5 LOTS
BLOCK 2	13 LOTS
BLOCK 3	16 LOTS
BLOCK 4	12 LOTS
BLOCK 5	3 LOTS
BLOCK 6	2 LOTS

RESERVE C 1.39 ACRES  
RESERVE F 1.18 ACRES

SUBDIVISION CONTAINS 17.48 ACRES

**Legend**

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
ST	STREET ADDRESS

**Monumentation**

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"X 18" STEEL PIN WITH A PLASTIC CAP STAMPED "PLS 1283" AT ALL CORNERS.

**Basis of Bearings**

THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - NORTH ZONE - NAD83 (1993).

**PROJECT Benchmark**

ADS BRASS CAP LOCATED AT THE NORTHWEST CORNER OF SECTION 02, T-17N, R-13E, TULSA COUNTY, OKLAHOMA. ELEV = 611.97 (NAVD 1988)

**Notes**

ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

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.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY.

# Preliminary Plat Seven Lakes IV

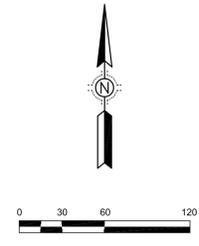
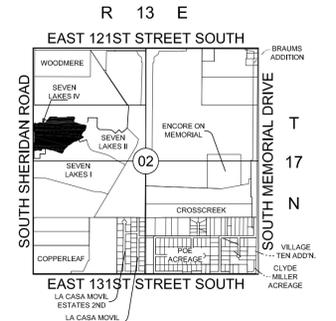
AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, BEING A SUBDIVISION OF A PART OF THE NORTH WEST ONE-QUARTER OF SECTION 02, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN

**Owner / Developer**

PRHR PROPERTIES, LLC  
11029 SOUTH MEMORIAL DRIVE  
TULSA, OKLAHOMA 74133  
PHONE: (918) 508-2134  
CONTACT: MR. DANIEL RUHL

**Engineer / Surveyor**

HRAOK, INC.  
1913 WEST TACOMA, SUITE A  
BROKEN ARROW, OKLAHOMA 74012  
PHONE: (918) 258-3737  
FAX: (918) 258-2544  
C.A. #3643 EXPIRES JUNE 30, 2013  
INFO@HRAOK.COM

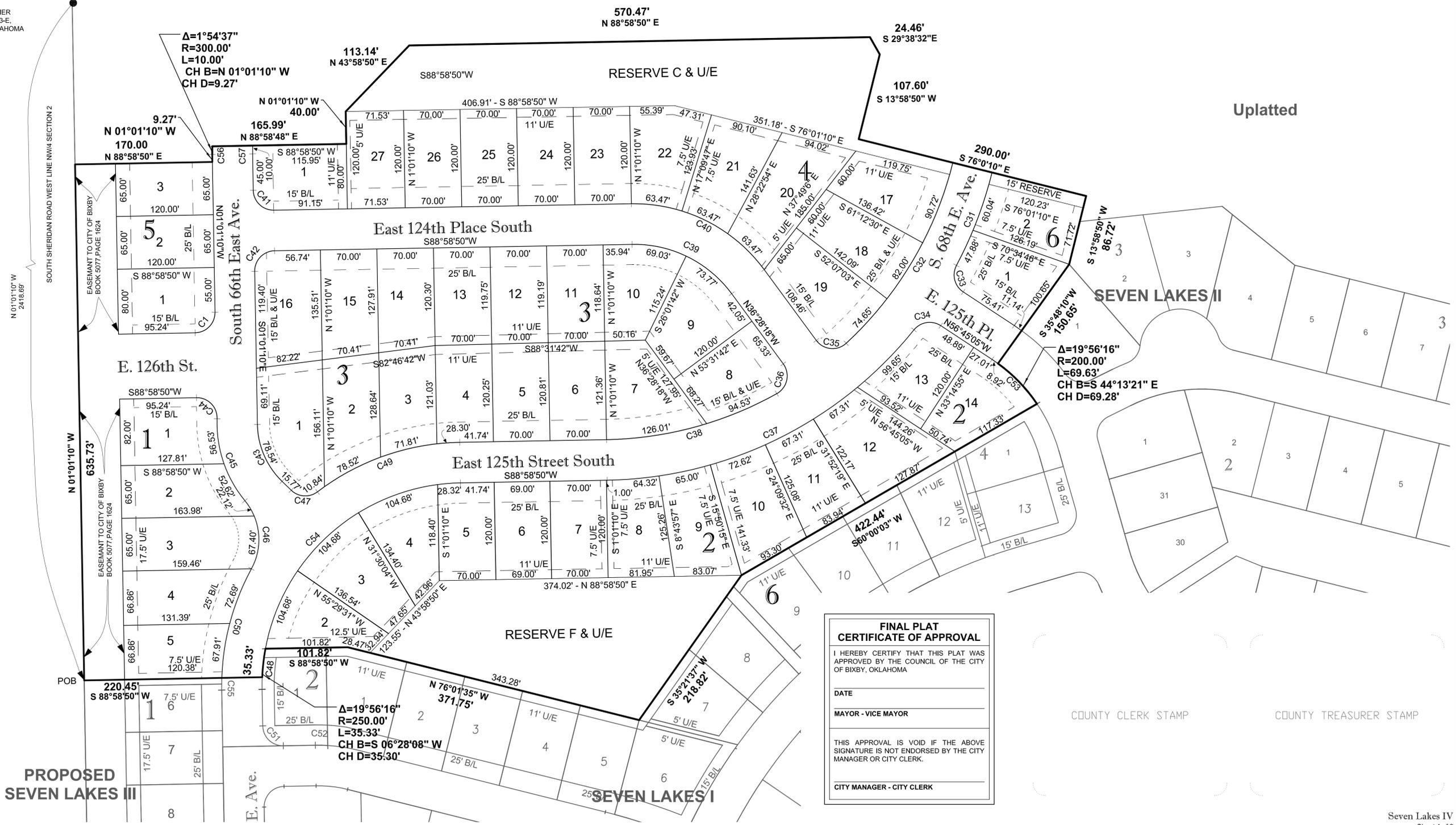


**LOT AREA TABLE**

LOT NO.	AREA (SF)
1	7801.88
2	7800.00
3	7800.00
4	7800.00
5	7800.00
6	7800.00
7	7800.00
8	7800.00
9	7800.00
10	7800.00
11	7800.00
12	7800.00
13	7800.00
14	7800.00
15	7800.00
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37	7800.00
38	7800.00
39	7800.00
40	7800.00
41	7800.00
42	7800.00
43	7800.00
44	7800.00
45	7800.00
46	7800.00
47	7800.00
48	7800.00
49	7800.00
50	7800.00
51	7800.00

**CURVE TABLE**

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	90°00'00"	25.00	39.27
C2	30°27'32"	300.00	159.48
C3	14°02'05"	500.00	122.91
C4	33°24'22"	450.00	262.37
C5	84°49'01"	25.00	37.01
C6	84°15'11"	25.00	36.76
C7	96°08'30"	25.00	41.95
C8	97°22'19"	25.00	42.49
C9	49°59'05"	500.00	436.20
C10	28°04'50"	450.00	220.54
C11	54°32'52"	150.00	142.81
C12	54°32'52"	200.00	190.41
C13	45°00'00"	100.00	78.54
C14	41°41'41"	150.00	109.16
C15	68°23'16"	75.00	89.52
C16	81°11'11"	25.00	35.42
C17	11°32'13"	250.00	50.34
C18	38°11'11"	300.00	169.47
C19	29°43'09"	300.00	155.61
C20	90°00'00"	25.00	39.27
C21	22°30'05"	200.00	78.55
C22	78°27'47"	250.00	342.36
C23	01°54'37"	300.00	10.00
C24	02°17'33"	250.00	10.00



**FINAL PLAT  
CERTIFICATE OF APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA

DATE \_\_\_\_\_

MAYOR - VICE MAYOR \_\_\_\_\_

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.

CITY MANAGER - CITY CLERK \_\_\_\_\_

COUNTY CLERK STAMP COUNTY TREASURER STAMP

**PROPOSED  
SEVEN LAKES III**

**SEVEN LAKES I**

**Uplatted  
SEVEN LAKES II**

**SEVEN LAKES IV**  
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PRHR PROPERTIES, 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 IN THE NORTHWEST ONE-QUARTER (NW¼) OF SECTION TWO (02), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**SEVEN LAKES IV**

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 02; THENCE S 01°01'10" E AND ALONG THE WEST LINE OF SAID SECTION 02 A DISTANCE OF 2418.69 FEET TO THE POINT OF BEGINNING; THENCE N 1°01'10" W AND ALONG THE WEST LINE OF SECTION 2 A DISTANCE OF 635.73 FEET; THENCE N 88°58'50" E A DISTANCE OF 170.00 FEET; THENCE N 01°01'10" W A DISTANCE OF 9.27 FEET TO A POINT AT THE BEGINNING CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 01°54'37" A CHORD BEARING OF N 00°03'52" W AND A CHORD LENGTH OF 10.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, ARC DISTANCE OF 10.00 FEET; THENCE N 88°58'48" E A DISTANCE OF 165.99 FEET; THENCE N 01°01'10" W A DISTANCE OF 40.00 FEET; THENCE N 43°58'50" E A DISTANCE OF 113.14 FEET; THENCE N 88°58'50" E A DISTANCE OF 570.47 FEET; THENCE S 29°38'32" E A DISTANCE OF 24.46 FEET; THENCE S 13°58'50" W A DISTANCE OF 107.60 FEET; THENCE S 76°00'10" E A DISTANCE OF 290.00 FEET; THENCE S 13°58'50" W A DISTANCE OF 86.72 FEET; THENCE S 35°48'10" W A DISTANCE OF 150.65 FEET TO A POINT AT THE BEGINNING OF CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 19°56'50". A CHORD BEARING OF S 44°13'25" E AND A CHORD LENGTH OF 69.28 FEET; THENCE SOUTH EASTERLY ALONG SAID CURVE, ARC DISTANCE OF 69.63 FEET TO THE POINT AT THE NORTHEASTERLY CORNER OF LOT 1 BLOCK 4 OF SEVEN LAKES II, A SUBDIVISION IN THE CITY OF BIXBY, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6457; THENCE ALONG THE NORTH LINE OF LOT 1, BLOCK 4 OF SAID SEVEN LAKES II AND THE NORTHERLY LINE OF BLOCK 6, SEVEN LAKES I, A SUBDIVISION IN THE CITY OF BIXBY, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6113, THE FOLLOWING FOUR COURSES, S 00°00'03" W DISTANCE OF 422.44 FEET; THENCE A S 35°21'37" W A DISTANCE OF 218.82 FEET; THENCE N 76°01'58" W A DISTANCE OF 371.75 FEET; THENCE S 88°58'50" W A DISTANCE OF 101.82 FEET TO A POINT AT BEGINNING OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 08°05'50", A CHORD BEARING OF S 06°28'08" W AND A CHORD LENGTH OF 35.30 FEET; THENCE A SOUTHERLY ARC DISTANCE OF 35.33 FEET; THENCE S 88°58'50" W A DISTANCE OF 220.45 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 761,594 SQUARE FEET/ 17.48 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR SAID TRACT ARE BASED ON PLATTED BEARINGS OF N 01°01'10" W ALONG THE WEST LINE OF NORTHWEST CORNER OF SEVEN LAKES I A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6113), FILED IN THE OFFICES OF THE TULSA COUNTY CLERK.

PRHR PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, CANNOT THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "SEVEN LAKES IV", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

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

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

**B. UNDERGROUND SERVICE**

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST BOUNDARY OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINES OR UNDERGROUND CABLE BUT ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATIONS AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS FACILITIES. THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

**C. GAS SERVICE**

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE REPORTED

3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

5. THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT A.G.RESS TO BE BOUND HEREBY.

**D. WATER AND SANITARY SEWER SERVICE**

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN OR PUBLIC SANITARY SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SANITARY SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER, SHALL BE PROHIBITED.

2. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, OR PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL, AT ALL TIMES HAVE RIGHT OF ACCESS WITH 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 SAID UNDERGROUND WATER AND SEWER FACILITIES.

4. ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

5. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**E. SURFACE DRAINAGE**

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

**F. PAVING AND LANDSCAPING WITHIN EASEMENTS**

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

**G. STORM SEWER**

1. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

2. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.

3. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED WITHOUT THE CONSENT OF THE CITY OF BIXBY.

5. THE FOREGOING COVENANTS CONCERNING UTILITY EASEMENTS AND THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY

**SECTION II - LAND USE RESTRICTIONS**

A. USE OF LAND. ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES, SINGLE FAMILY PURPOSES AND ONE (1) COMMUNITY SWIMMING POOL. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER/DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

**B. RESERVES "C", "F"**

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BIXBY, STORM SEWER AND DRAINAGE FACILITIES ARE TO BE CONSTRUCTED IN RESERVE AREAS "C" AND "F" FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. RESERVE "C" IS HEREBY ESTABLISHED FOR GREEN BELT ACCESS FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION. RESERVE "C" IS ALSO DEDICATED AS A GENERAL UTILITY EASEMENT.

3. STORM SEWER AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY.

4. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE RESERVE EASEMENT AREAS, NOR SHALL THERE BY ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY ENGINEER OF BIXBY.

5. THE DRAINAGE FACILITIES LOCATED IN RESERVES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

1. THE RESERVE AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND DEBRIS;
2. THE RESERVE AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING TWO (2) WEEKS;
3. CONCRETE APPURTENANCES, IF ANY, SHALL BE MAINTAINED IN GOOD AND WORKING CONDITION;

AND IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS AND FACILITIES THERE SITUATED THE CITY OF BIXBY, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION AT LEAST 15 DAYS PRIOR TO ITS ENTRY TO PERFORM SUCH MAINTENANCE. THE CITY OF BIXBY SHALL PROVIDE NOTICE ADDRESSED TO THE REGISTERED AGENT OF THAT ASSOCIATION OF ITS INTENTION TO PERFORM SUCH MAINTENANCE.

6. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COST OF LAND MAINTENANCE PERFORMED BY THE CITY OF BIXBY AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE CITY OF BIXBY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION; PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED ITS PROPORTIONATE SHARE, BASED ON THE TOTAL NUMBER OF LOTS IN THE ASSOCIATION, OF THE ASSOCIATION'S COST OF MAINTENANCE.

**C. RESERVE "F" SHALL ONLY BE USED FOR DRAINAGE FACILITIES AND UTILITY EASEMENT AND SHALL NOT BE USED FOR RECREATION.**

D. RESERVE "C". RESERVE "C" SHALL BE USED FOR DRAINAGE USAGE AND BY THE ASSOCIATION MEMBERS AND GUESTS FOR RECREATION.

**E. SETBACKS**

1. STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURE SHALL BE ERRECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

2. SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.

3. REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERRECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

F. BUILDING HEIGHT. NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

**SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS**

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

**A. ARCHITECTURAL COMMITTEE - PLAN REVIEW**

1. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION, AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

2. NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

**B. FLOOR AREA OF DWELLING**

1. SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREAS.

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

3. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

4. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION B.

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

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

**E. MASONRY**

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

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE REQUIREMENTS SET OUT IN PARAGRAPHS 1 OF THIS SUBSECTION E.

F. TRAFFIC CALMING DEVICES. IF THE CITY OF BIXBY REQUIRES THE APPROVAL OF THE SEVEN LAKES IV SUBDIVISION BEFORE IT DETERMINES IT WILL INSTALL SPEED BUMPS WITHIN THE SUBDIVISION, APPROVAL OF THE SUBDIVISION SHALL NOT BE PROVIDED UNLESS APPROVED BY 75% OF THE LOT OWNERS.

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

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

I. WINDOWS. ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

**J. ROOF PITCH**

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

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25% OF THE HORIZONTAL AREA COVERED BY ROOF.

J. ROOFING MATERIALS. ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

K. ROOFTOP PROTRUSIONS. METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

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

**M. OUTBUILDINGS**

1. OUTBUILDINGS ARE PROHIBITED.

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

N. SWIMMING POOLS. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE, EXCEPT AS SPECIFIED IN SECTION III, SUBSECTION P.2 IMMEDIATELY BELOW (I) ALL FENCING SHALL BE 6" PRIVACY CONSTRUCTED OF STANDARD WOOD, AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES OR PONDS IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING FACING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONGS AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES. SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

P. ANTENNAS

1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.
2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

Q. LANDSCAPING AND LOT MAINTENANCE

1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF \$500.0 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUND COVER, ETC.) EXCLUSIVE OF SODDING.
2. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
3. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE LOT SO AS TO PROVIDE ACCESS TO PERSONS MAKING SUCH PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.

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

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

- T. CLOTHESLINES. EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

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

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

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

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

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

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

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

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

**SECTION IV - HOMEOWNERS' ASSOCIATION**

- A. FORMATION OF HOMEOWNERS' ASSOCIATION. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

- B. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST. THE ASSOCIATION SHALL ALSO INCLUDE THE RECORD OWNERS OF LOTS IN THE OTHER PHASES OF SEVEN LAKES TO BE CONTIGUOUS TO THE SUBDIVISION, OWNER/DEVELOPER OR ITS AFFILIATE MAY, BY DESIGNATION OF THE ASSOCIATION IN THE PLATS, DEEDS OF DEDICATION AND COVENANTS OF OTHER PHASES OF SEVEN LAKES AS THE OPERATIVE HOMEOWNERS ASSOCIATION FOR SUCH ADDITIONS, EFFECT THE INCLUSION OF ALL OF THE LOT OWNERS IN SUCH ADDITIONS AS MEMBERS OF THE ASSOCIATION.

- C. COVENANT FOR ASSESSMENTS. THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

- D. ENFORCEMENT RIGHTS OF THE ASSOCIATION. WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY

HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

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

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

- B. AMENDMENT. THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, LAND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN SEVEN LAKES II OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

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

- D. DEFINITIONS. IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON SEPTEMBER 9, 2013 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
DANIEL RHUL, MANAGER  
PRHR PROPERTIES, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF TULSA   )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY THE ABOVE MANAGER OF PRHR PROPERTIES, LLC.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
MY COMMISSION NUMBER IS:

**CERTIFICATE OF SURVEY**

I, ALAN C. HALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SEVEN LAKES IV", 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 PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

\_\_\_\_\_  
ALAN C. HALL  
PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1283

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF TULSA   )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY ALAN C. HALL.

\_\_\_\_\_  
NOTARY PUBLIC : GLORIA J. SHOWMAN  
MY COMMISSION EXPIRES: AUGUST 26, 2017  
MY COMMISSION NUMBER IS 13007902

# Preliminary Plat – “Byrnes Mini-Storages” – JR Donelson, Inc. [PUD 77]



# PRELIMINARY PLAT BYRNES MINI-STORAGES

A TRACT OF LAND SITUATED IN THE NW/4 OF SECTION 1,  
T-17-N, R-13-E OF THE INDIAN BASE AND MERIDIAN,  
BEING A RE-PLAT OF A PORTION OF "THE BOARDWALK ON  
MEMORIAL" AND LOT 11, BLOCK 2, SOUTHERN MEMORIAL  
ACRES NO.2", TO THE CITY OF BIXBY, TULSA COUNTY,  
STATE OF OKLAHOMA.

PUD NO. 77

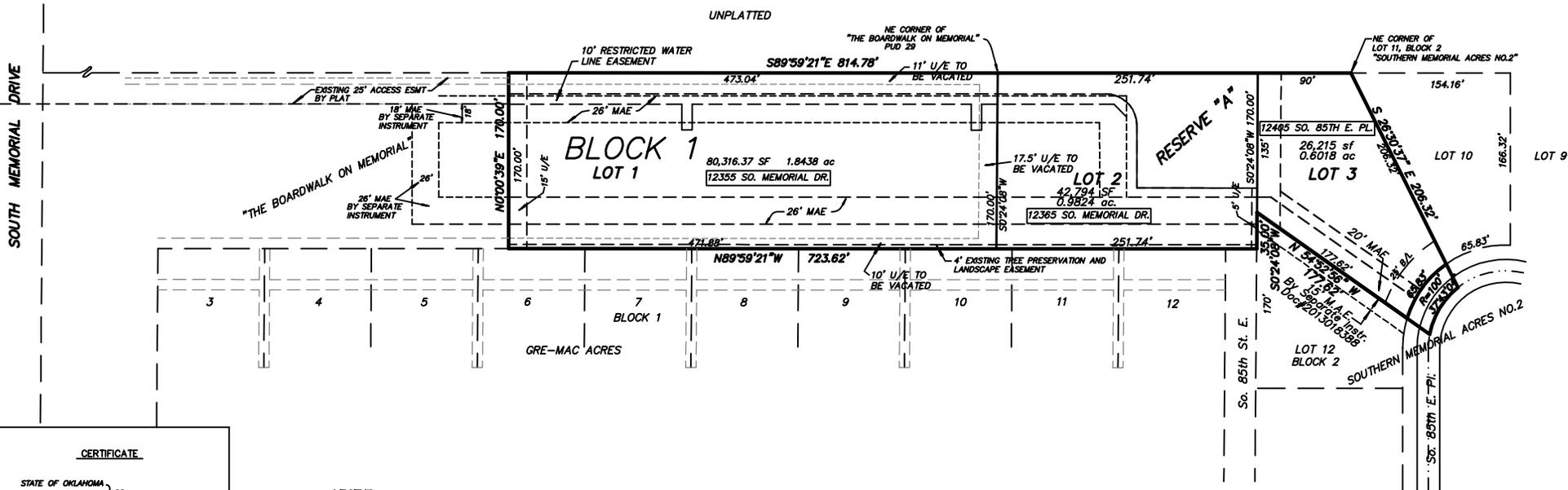


**FINAL PLAT  
CERTIFICATE OF APPROVAL**  
I Herby certify that this plat was approved  
by the City Council of the City of Bixby  
on \_\_\_\_\_  
By \_\_\_\_\_  
Mayor - Vice Mayor  
This approval is void if the above signature  
is not endorsed by the City Manager or  
City Clerk.  
By \_\_\_\_\_  
City Manager - City Clerk

PLAT No.

**ENGINEER/SURVEYOR:**  
JR DONELSON, INC.  
12820 SO. MEMORIAL DR.  
OFFICE 102  
BIXBY, OKLAHOMA 74008  
PHONE: 918-394-3030  
C.A. NO. 5611 EXP. 6-30-15

**OWNER:**  
HELENE V. BYRNES FOUNDATION  
12345 SO. MEMORIAL DR. #205  
BIXBY, OKLAHOMA 74008  
CONTACT: BILL WILSON  
PHONE: 918-269-1000  
EMAIL: WILSON@OLP.NET

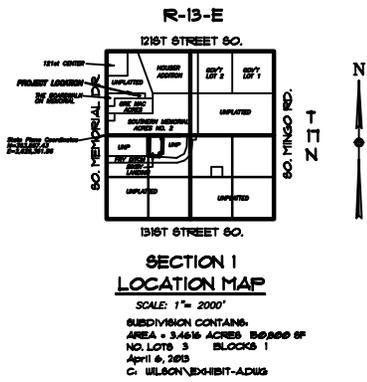


**CERTIFICATE**  
STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS  
I, Pat Key, Tulsa County Clerk, in and  
for the County and State of Oklahoma above  
named, do hereby certify that the foregoing is  
a true and correct copy of a file instrument  
now on file in my office.  
Dated the \_\_\_\_\_ day of \_\_\_\_\_  
Pat Key, Tulsa County Clerk  
Deputy

**LEGEND**

U/E	UTILITY EASEMENT
BL	BUILDING LINE
ROW	ROAD RIGHT-OF-WAY
DOCNO.	DOCUMENT NUMBER

**PROPERTY DESCRIPTION**  
A tract of land situated in a part of the NW/4, Section 1, T-17-N, R-13-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by metes and bounds, by Charles K. Howard, LS 297, as follows, to-wit:  
Beginning at the northeast corner of "The Boardwalk on Memorial", PUD 26; thence with an assumed bearing of S 89°59'21"E being the north line of "The Boardwalk on Memorial" a distance of 251.74 feet to the northwest corner of Lot 11, Block 2, Corrected plat of Southern Memorial Acres No. 2; thence continuing S 89°59'21"E an along the north line of said Lot 11, Block 2 a distance of 80.00 feet to the northeast corner of said Lot 11, Block 2; thence S 28°30'37"E and along the east line of said Lot 11, Block 2 a distance of 206.32 feet; thence along a curve to the left with a radius of 100.00 feet and a delta angle of 37°43'04" for 65.63 feet, with a chord bearing of S33°48'20"W and a chord distance of 64.65 feet; thence N 54°32'56"W a distance of 177.62 feet; thence S 00°24'08"W a distance of 33.00 feet; thence N 89°59'21"W a distance of 471.89 feet; thence N 00°00'39"E a distance of 170.00 feet to the north line of "The Boardwalk on Memorial"; thence S 89°59'21"E and along the north line of "The Boardwalk on Memorial" a distance of 473.04 feet to the point of beginning and containing 3.4618 acres more or less.



"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.  
This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.  
**BENCHMARK:**  
Flowline of Sanitary Sewer Manhole, located 16 feet South and 15 feet East of the Northwest Corner of Lot 11, Block 2, Southern Memorial Acres No. 2  
Elevation: 398.42, NGVD29  
**BASIS FOR BEARINGS:**  
The basis for bearings is the North line "The Boardwalk on Memorial" with an assumed bearing of S 89°59'21"E.

BYRNES MINI-STORAGES  
Preparation date: October 1, 2013  
SHEET 1 OF 2

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

BYRNES MINI-STORAGES

PUD NO. 77

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Helene V. Byrnes Foundation is the owner in fee simple to the following described property in the City of Bixby, Tulsa County, Oklahoma, to-wit:

A tract of land situated in a part of the NW/4, Section 1, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by metes and bounds, by Charles K. Howard, L.S. 287, as follows, to-wit:

Beginning at the northeast corner of "The Boardwalk on Memorial", PUD 28; thence with an assumed bearing of S 89°59'21"E being the north line of "The Boardwalk on Memorial" a distance of 251.74 feet to the northeast corner of Lot 11, Block 2, Corrected plat of Southern Memorial Acres No. 2; thence continuing S 89°59'21"E and along the north line of said Lot 11, Block 2 a distance of 200.00 feet to the northeast corner of said Lot 11, Block 2; thence S 20°30'37"E and along the east line of said Lot 11, Block 2 a distance of 206.32 feet; thence along a curve to the left with a radius of 100.00 feet and a delta angle of 374°30'4" for 65.83 feet, with a chord bearing of S 35°48'20"W and a chord distance of 64.65 feet; thence thence N 54°52'56"W a distance of 177.62 feet; thence S 00°24'08"W a distance of 33.00 feet; thence N 89°59'21"W a distance of 471.88 feet; thence N 00°00'39"E a distance of 170.00 feet to the north line of "The Boardwalk on Memorial"; thence S 89°59'21"E and along the north line of "The Boardwalk on Memorial" a distance of 1.04 feet to the point of beginning and containing 3.4616 acres more or less.

and have caused the above-described land to be surveyed, staked, plotted and subdivided into lots, blocks, reserve areas and streets, and have designated the same as "Byrnes Mini-Storages", an Addition to the City of Bixby, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. UTILITY EASEMENTS

The Owners hereby dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water 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 into and upon said utility easements and rights-of-way 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 easement or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, fix and repair water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying out, replacing, over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the areas included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit: The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of-way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

The City of Bixby or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Bixby or its successors through its agents and employees shall at all times have the 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 underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of the lot agrees to be bound hereby.

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

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

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, and the right-of-way for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the plan of the subdivision. Pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easements.

3. Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural 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 natural gas service line to a particular building, the supplier of service shall thereupon 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 line, extending from the service pedestal, transformer or natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural 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 purposes of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or natural gas service facilities so installed by it.

5. The owner of each 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 natural gas facilities. The supplier of service will be responsible for the 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 such owner or his agents or contractors.

D. STORM SEWER

1. The storm sewers will be private and privately maintained.

2. The Helene V. Byrnes Foundation, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

3. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

4. The storm sewers shall be owned by and maintained, at the sole cost and expense, of the owner of the lot upon which the storm sewers are located.

5. In the event that the storm sewers are accepted by the City of Bixby, the City of Bixby or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by the acts of the owner of each lot or its agent or contractors.

6. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm sewer, shall be prohibited.

E. SURFACE DRAINAGE

1. 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.

2. No property 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 property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby.

3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or allow any construction activity which may interfere with such public water mains, pipes, valves, and storm sewers, or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by any affected property owner and by the City of Bixby, Oklahoma.

F. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

G. LAND USE

All construction shall be strictly according to the ordinances of the City of Bixby, Oklahoma.

H. "RESERVE A", DETENTION POND.

1. The Stormwater drainage system shall be designed and constructed in accordance with the Adopted Ordinances, Resolutions standards and design requirements as adopted by the City of Bixby, as appropriate, and shall be so designed to collect and pose the runoff from a 100-year frequency flood under conditions of full urbanization. The 2, 5, 10, 50, 100 year flows shall be modified and 500 year flow analyzed. The entire flow shall be confined within the said stormwater drainage system.

2. The stormwater detention facility if required by City of Bixby adopted standards, shall be designed and constructed in accordance with said standards.

SECTION 2. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. LANDSCAPED AREA A

LAND AREA:

Gross: 2,826 acres 123,110 square feet
Net: 2,826 acres 123,110 square feet

PERMITTED USES (to be allowed by right):

Those uses permitted are all the Use Units allowed by right within the "DL" zoning district of the City of Bixby Zoning Code as well as Use Unit 18 mini-storage business use; and all accessory uses permitted in the underlying zoning district and in the Planned Unit Development Chapter of the City of Bixby Zoning Code.

MINIMUM FRONTAGE 0
MAXIMUM BUILDING FLOOR AREA 47,600 sf
MAXIMUM BUILDING HEIGHT (mini-storage buildings) 12 ft
MAXIMUM BUILDING HEIGHT (office buildings) 24 ft
F.A.R. (floor to area ratio) 0.387

MINIMUM BUILDING SETBACKS

Lot 1, Block 1 West 17.5 feet
North 4 feet
South 4 feet
East 0 feet
Lot 2, Block 1 West 0 feet
North 4 feet
South 4 feet
East 5 feet

STORMWATER DETENTION AREA

Minimum 12.31ac, 10% of the development area
Maximum 16,466sf, 15% of the development area

BUILDING WALL MATERIAL

Building walls and screening fences adjacent to the north, south and east property lines (adjoining RS-2 zoning) will be of masonry construction. The option is either brick or a split-faced concrete block. The east-facing ends of three (3) westernmost buildings adjoining RS-2 zoning and the west-facing ends of three (3) westernmost buildings (visible from RS-2 zoning), will be of masonry construction. Interior facing walls will be metal or masonry.

BUILDING DESIGN

The buildings in Development Area A will have shed roofs slanted inward to the development site, ensuring off roof drainage is directed into the internal storm water drainage system, and will not drain onto adjoining properties. The roof will not overhang adjacent property lines and the roof pitch will be between 1/12 and 4/12.

B. DEVELOPMENT AREA B

LAND AREA:

Gross: (includes 1/2 abutting ROW) 0.6356 acres 27,690 sf
Net: 0.6018 acres 26,215 sf

PERMITTED USES (to be allowed by right):

Those uses permitted are all the Use Units allowed by right within the "RS-2" zoning district of the City of Bixby Zoning Code and all accessory uses permitted in the underlying zoning district and in the Planned Unit Development Chapter of the City of Bixby Zoning Code.

MINIMUM FRONTAGE 65.83 ft.
MAXIMUM BUILDING FLOOR AREA 1 unit
MAXIMUM BUILDING HEIGHT 35 feet

MINIMUM BUILDING SETBACKS Pursuant to Section 11-75-4 Table 3, of the City of Bixby Zoning Code.

LANDSCAPE/GREEN AREA minimum .3,932ac 15% gross land area

C. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREAS

1. LANDSCAPED AREA AND SCREENING

a. Preliminary landscaping and screening area represented on Exhibit C of the PUD 77. Development Area A - any building not visible from an adjacent residential zone property will be screened by a 6'-0" concrete block or brick wall. Screening any portion of the North or South property line will be accomplished by utilizing the exterior wall of the building, which will be either brick or split faced concrete block and/or a 6'-0" concrete block or brick wall. This is shown on Exhibit G of PUD 77. There will be a 4'-0" landscape area south of the south building adjacent to the south property line. Constructing the south building 4'-0" north of the south property line will ensure 14 trees situated along the south property line to remain. Development Area B - The existing trees and landscaping will remain on the site. No screening fences are required. The existing 6' wooden privacy fence west of this site on "The Boardwalk on Memorial" will be replaced with a concrete block wall similar to the existing wall on the east side of "The Boardwalk on Memorial".

b. A 4'-0" easement described as, "Existing Tree Preservation and Landscape Easement", will be shown on the south 4'-0" of the entire Development Area A.

c. Three trees are required along the east property line. Two trees are required along the east property line. One tree is required along the north property line. Eight trees are required along the south property line. A total of 24 trees, 6" in diameter or larger will be preserved on the site. The preserved tree credit will be equal to 48 trees. These are shown on Exhibit G of PUD 77. Fourteen trees are required and a 48 tree count is provided. No trees will be planted.

d. The south property line area will have a landscape area of 4'-0" x 723.62', which equals 2,894.48 sf. The total landscape area, including the detention area is 16,854.26 sf or 15.15% of Development Area "A".

e. Exhibit G of PUD 77 shows the landscape areas and percentages for each property line.

2. SIGNS

a. Signage shall comply with the PUD Chapter (Chapter 7-1). One (1) ground monument sign will be permitted in Development Area A and shall not exceed 15'-0" in height.

b. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving rotating signs and movement shall be prohibited in this PUD for Development Areas A and B, except as may be permitted by the City Planning Commission as part of the approved detail sign plan.

3. LIGHTING

a. Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent properties. Building-mounted lights will not exceed 12 feet in height.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

a. There shall be no storage of materials, trash or similar material. All trash, ground supported mechanical and equipment areas, shall be screened from adjacent properties.

5. SITE GRADING

a. According to the adopted and effective FEMA floodplain maps, the site has some amount of Flood Zone "AE" 100 year floodplain along the north line of Development Area A. An Earth Change / Floodplain Development permit will be requested and will determine if and how much area is in the "AE" zone. The Earth Change / Floodplain Development permit will be approved by the Bixby City Council allow site grading as proposed for this development. An Elevation Certificate by an Oklahoma Registered Professional Land Surveyor will be required prior to the issuance of a Building Permit / Floodplain Development Permit for the construction for the foundation of each building within Development Area A, with Elevation Certificate must demonstrate the 100-year Base Flood Elevation for the building site and the existing finished grade. A second Elevation Certificate will be required upon the completion of the foundation of each building in Development Area A prior to the issuance of a Building Permit / Flood Plain Development Permit. The owner or his agent must demonstrate the First Finish Floor of each structure's foundation is at least one (1) foot above the 100 year Base Flood Elevation. Alternatively, the Elevation Certificate requirement may be avoided if the lot is fully removed from the adopted and effective FEMA floodplain maps at the time a building permit is sought.

The site will be graded so that storm water runoff flows to surface area drains located in the drive lanes, between the mini-storage buildings. The storm water will flow to a proposed dry storm water detention facility in the northeast portion of Lot 2. An existing French Drain located approximately 2.5 feet north of the south property line presently collects storm water runoff along the south line of Development Area A and directs it to the Fry Ditch. The French Drain will remain in place. Storm water runoff along the east boundary of Development Area A will be collected and directed to the proposed detention facility in the northeast portion of Lot 2. A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage requirements serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit on that lot. During construction on the property, the owner will provide adequate and reasonable erosion control methods, and after construction, will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

**6. TOPOGRAPHY AND UTILITIES**

a. Topography. Topography of the Site is depicted on Exhibit F of PUD 77.  
 b. Utilities. Water and sanitary sewer service will be provided by the City of Bixby. An existing water line is located on the east side of South Memorial Drive. A water line will be installed connecting the water line along South Memorial Drive to the existing water line along So. 85th Place. An existing sanitary sewer line is located running parallel to the south property line. A sanitary sewer line will be installed along the west property line and extended to the north property line. Storm water runoff will be collected in area inlets and piped to the on site detention facility.

**7. ACCESS, CIRCULATION AND PARKING**

a. Access, traffic circulation and parking are depicted on Exhibit B of PUD 77. All drives and parking areas within the PUD shall be privately owned and maintained.  
 b. There will be two (2) access gates along the west property line of Development Area A. One gate access to the Byrnes Mini-Storages is for customers. The 26' wide gated emergency-only ingress/egress through Lot 11, Block 2, Southern Memorial Acres No. 2 to South 85th Place E. will be accessed using a knock-switch.  
 c. Two (2) mutual access easements across The Boardwalk on Memorial, will allow access to Byrnes Mini-Storages. The mutual access easements will be filed of the Tulsa County Court House prior to the issuance of an occupancy permit for buildings in Byrnes Mini-Storages.  
 d. The access to the site, built un-built, So. 85th E. Ave. will not be allowed in the PUD.  
 e. A 15 foot Easement, Doc.No. 2013018388, has been filed on Lot 12, Block 2, Southern Memorial Acres No. 2 allowing emergency access to South 85th E. Place. The south 20 feet of the existing Lot 11, Block 2, Southern Memorial Acres No. 2, which will be Lot 3, Byrnes Mini-Storage, will be dedicated as a mutual access easement. Eighteen (18) feet of the proposed emergency ingress/egress will be located on Lot 3, Byrnes Mini-Storage and eight (8) feet located on Lot 11, Block 2, Southern Memorial Acres No. 2.  
 f. Two (2) mutual access easements will allow cross access between Lots 1 and 2, Development Area A.

**SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS.**

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "lot" shall mean a lot in the Subdivision; "lot owner" shall mean a lot owner in the Subdivision; "plot" shall mean the accompanying plot of the Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

A. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owner as hereinafter provided.

1. Mutual Access Easements. Mutual Access Easements, as depicted on the accompanying plot, are hereby established for the purposes of permitting vehicular and pedestrian access to and from all areas adjacent to and contained within the plot, and 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. Provided, however, governmental agencies and suppliers of utilities shall have the reasonable use of the easements incidental to the provision of services within the lots within the plot.
2. Mutual Access Easement Maintenance. The Helene V. Byrnes Foundation will be responsible for the maintenance of the Mutual Access Easement and any and all improvements situated in the Mutual Access Easement.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements no structures, planting or other material, other than paved parking, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage in the easements or which may obstruct or retard the flow of water, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible or for repairing or replacing any damaged parking lot paving.

4. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be fenced from view and kept in a clean and sanitary condition.

**B. Duration, Amendment and Severability.**

1. Duration. These restrictions shall remain in full force and effect until January 1, 2025, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.
2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the Helene V. Byrnes Foundation, except Sections I.A., I.B., I.C., I.D., I.E., which may be altered only with the written consent of the City of Bixby.
3. Severability. Invalidity of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.
4. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Bixby, Oklahoma (as to the violation of the Covenants contained in Section I), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

Any successor(s) in title to the lots within BYRNES MINI-STORAGES, to enforce any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

As owner we hereby certify that we have caused the land described in this plot to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plot.

In witness whereof the owner have executed this Deed of Dedication on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Helene V. Byrnes Foundation

By:

STATE OF OKLAHOMA )  
 COUNTY OF TULSA )

Before me the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public  
 My commission expires: \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plot is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plot represents a survey made under my direct supervision.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Charles K. Howard, RLS #297  
 C.A. No. 5611 Exp.Date: 6/30/2015



STATE OF OKLAHOMA )  
 COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public  
 My Commission expires: \_\_\_\_\_

# BL-388 – John Ward

