

**AGENDA**  
**TECHNICAL ADVISORY COMMITTEE**  
**CONFERENCE ROOM**  
**DAWES BUILDING CITY OFFICES**  
**113 WEST DAWES AVE**  
**BIXBY, OK 74008**  
**March 05, 2014 – 10:00 AM**

1. Call to Order
2. **Final Plat – “Wood Hollow Estates” – Sack & Associates, Inc. (PUD 80).** Discussion and consideration of a Final Plat for “Wood Hollow Estates” for approximately 20 acres, the S/2 of Government Lot 4 (NW/4 NW/4) of Section 02, T17N, R13E.  
Property Located: 12307 S. Sheridan Rd.
3. **Preliminary Plat & Final Plat – “River Trail II” – Khoury Engineering, Inc. (PUD 83).** Discussion and consideration of a Preliminary Plat and a Final Plat for “River Trail II” for approximately 5 acres in part of the E/2 of Section 02, T17N, R13E.  
Property Located: Southwest corner of the intersection of 126<sup>th</sup> St. S. and Memorial Dr.
4. **Final Plat – “Seven Lakes III” – HRAOK, Inc.** Discussion and consideration of a Final 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. **Final Plat – “Seven Lakes IV” – HRAOK, Inc.** Discussion and consideration of a Final 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. **BL-390 – Steve Owens.** Discussion and possible action to approve a Lot-Split for Lot 6, Block 1, *The Reserve at Harvard Ponds*.  
Property located: 14992 S. Gary Ct.
7. **V-46 – Moyers, Martin, LLP for Helene V. Byrnes Foundation.** Discussion and consideration of a request to Close Utility Easements within Lot 1, Block 1, *The Boardwalk on Memorial*.  
Property Located: 12345 S. Memorial Dr.
8. **Modification/Waiver (PUD 82).** Discussion and consideration of a request for Modification/Waiver of the “stub-out street” requirement of Subdivision Regulations Section 12-3-2.C pursuant to Subdivision Regulations Section 12-3-5.B for approximately 18 acres in part of the SW/4 of the SW/4 of Section 35, T18N, R13E, proposed as PUD 82 “Somerset.”  
Property Located: 6905 E. 121<sup>st</sup> St. S. & 11803 and 11809 S. Sheridan Rd.

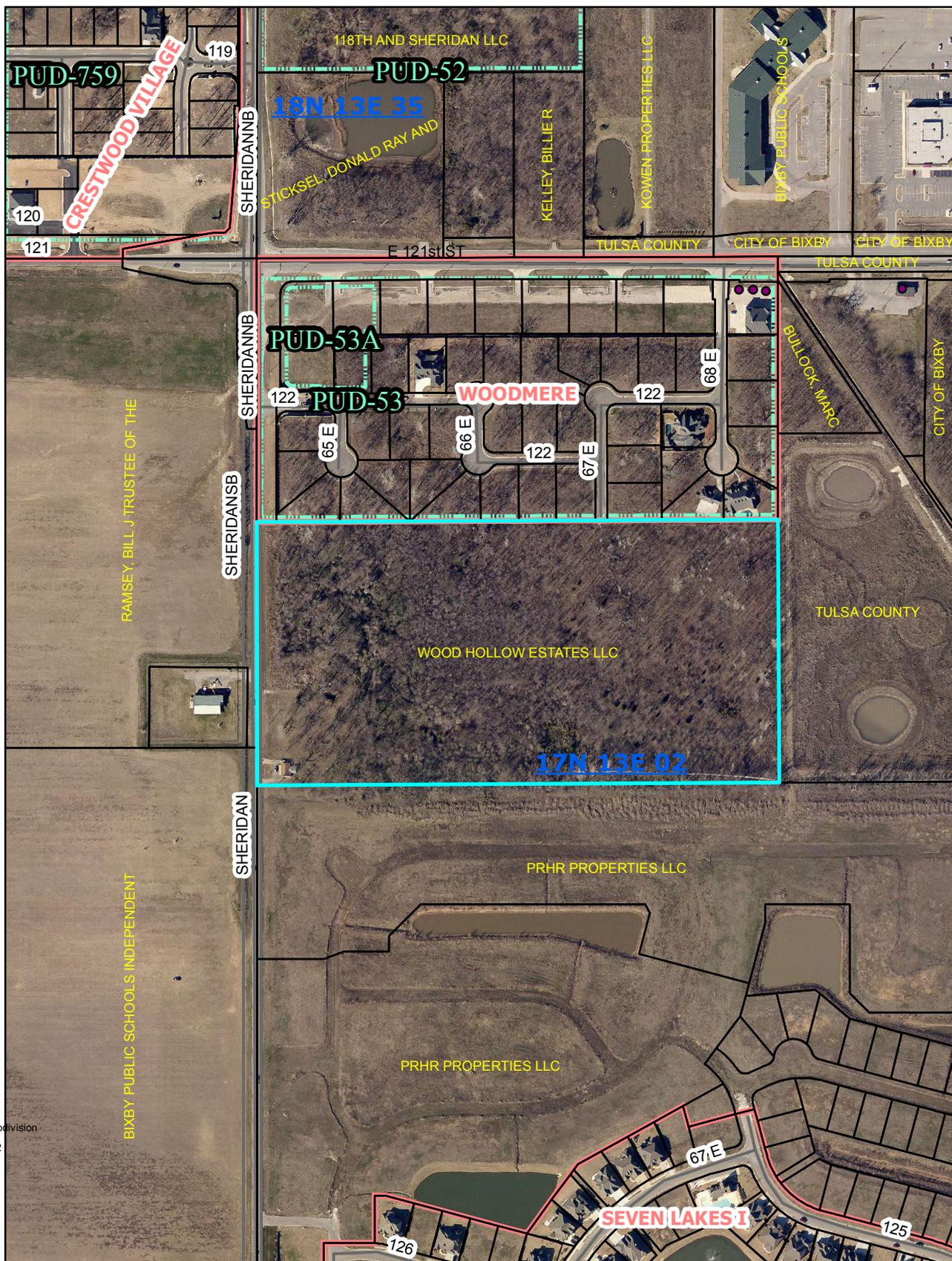
- 9. Old Business
- 10. New Business
- 11. Adjournment

Posted By: \_\_\_\_\_

Date: \_\_\_\_\_

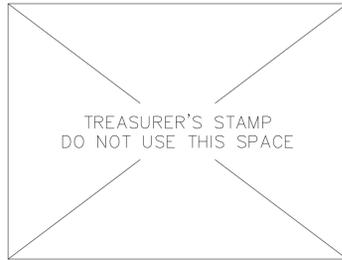
Time: \_\_\_\_\_

# Final Plat – “Wood Hollow Estates” – Sack & Associates, Inc.



- Businesses
- bixby\_streams
- Tulsa Parcels 02/14
- 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

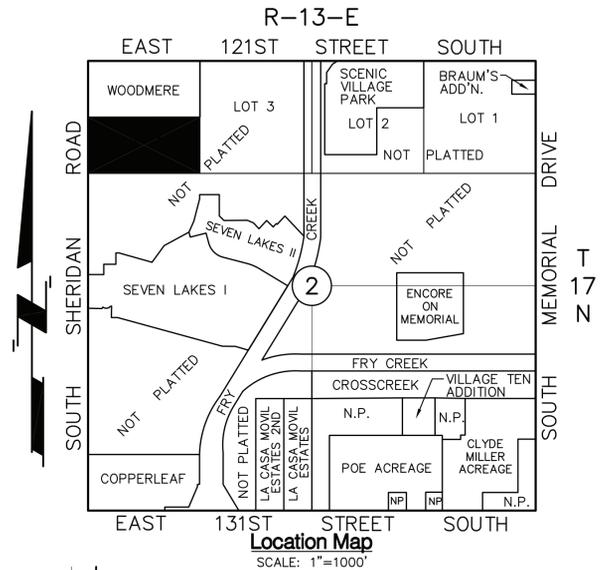
THIS APPROVAL IS VOID IF THE  
ABOVE SIGNATURE IS NOT  
ENDORSED BY THE CITY MANAGER  
OR CITY CLERK.

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

'FINAL PLAT'

# Wood Hollow Estates

A SUBDIVISION OF PART OF THE  
S/2 OF GOVERNMENT LOT 4 OF SECTION 2, T-17-N, R-13-E  
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA  
Planned Unit Development Number 80



**Owner**  
WOOD HOLLOW ESTATES, LLC  
ATTN: WAYNE FARABOUGH  
11001 SOUTH MEMORIAL DRIVE  
TULSA, OKLAHOMA 74133  
PHONE: (918) 369-3181

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

**Basis of Bearings**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE  
OKLAHOMA STATE PLANE COORDINATE SYSTEM.

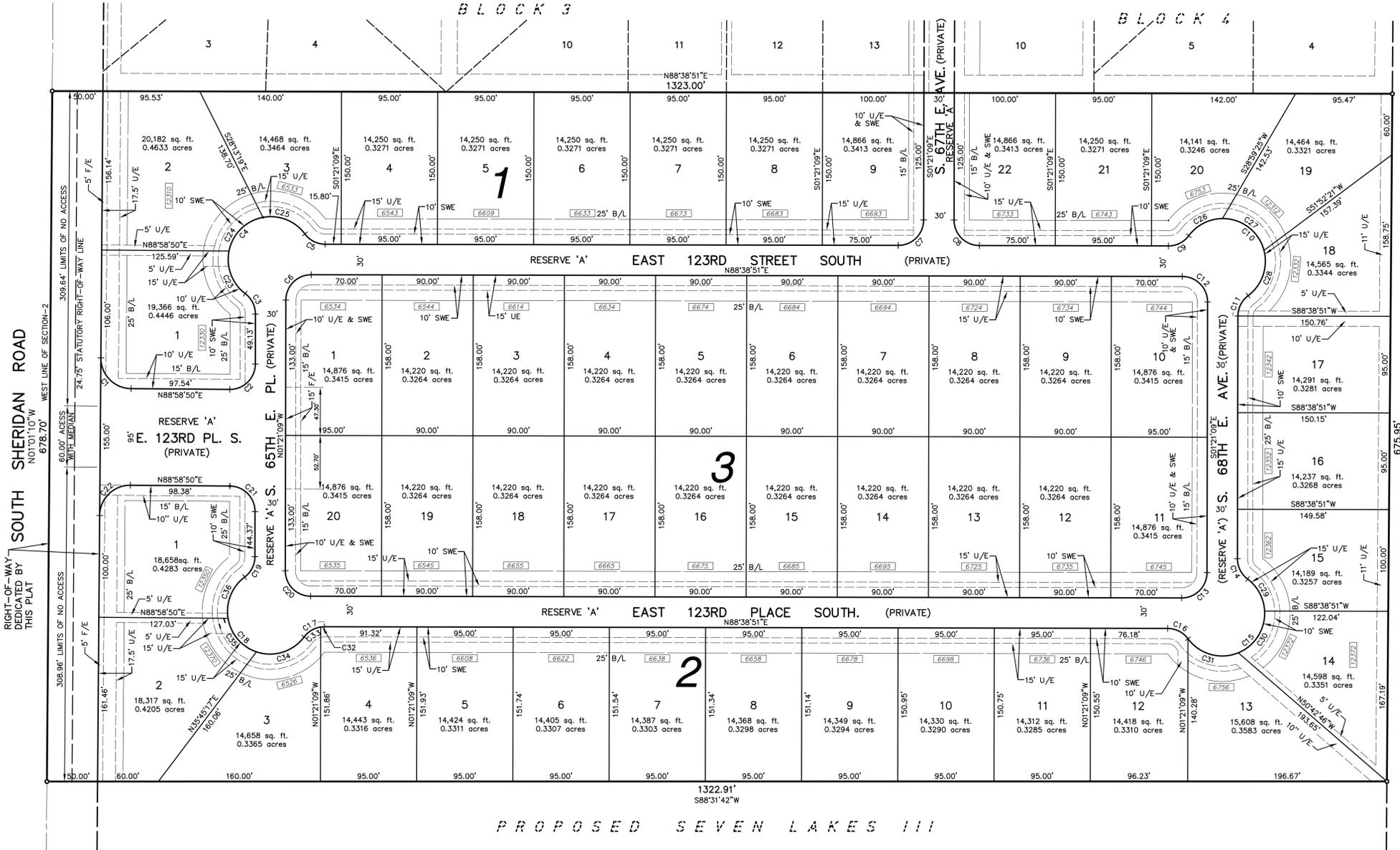
**Monumentation**  
ALL CORNERS TO BE SET USING A 3/8" x 18" IRON  
PIN WITH A YELLOW CAP STAMPED "SACK LS 1139"  
AFTER INSTALLATION OF UTILITIES AND COMPLETION  
OF STREET IMPROVEMENTS, UNLESS OTHERWISE NOTED.

**Legend**  
ACC = ACCESS PERMITTED  
B/L = BUILDING LINE  
F/E = FENCE EASEMENT  
LNA = LIMITS OF NO ACCESS  
ODE = OVERLAND DRAINAGE EASEMENT  
SWE = SIDEWALK EASEMENT  
U/E = UTILITY EASEMENT  
12345 = STREET ADDRESS

**Subdivision Statistics**  
SUBDIVISION CONTAINS 51 LOTS IN 3 BLOCKS  
AND RESERVE 'A'  
BLOCK 1 CONTAINS 3.2503 ACRES (141,585 S.F.)  
BLOCK 2 CONTAINS 7.5238 ACRES (327,735 S.F.)  
BLOCK 3 CONTAINS 6.5892 ACRES (287,024 S.F.)  
RESERVE 'A' CONTAINS 2.4283 ACRES (105,777 S.F.)

**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.

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	47.12'	30.00'	90°00'00"	S46°01'10"E	42.43'
C2	39.42'	25.00'	89°19'59"	N43°48'50"E	35.46'
C3	23.28'	25.00'	53°20'37"	N28°01'28"W	22.44'
C4	144.18'	42.00'	196°41'14"	S43°38'51"W	83.11'
C5	23.28'	25.00'	53°20'37"	S64°40'51"E	22.44'
C6	39.27'	25.00'	90°00'00"	S43°38'51"W	35.36'
C7	39.27'	25.00'	90°00'00"	N43°38'51"E	35.36'
C8	39.27'	25.00'	90°00'00"	S46°21'09"E	35.36'
C9	23.28'	25.00'	53°20'37"	N61°58'32"E	22.44'
C10	144.18'	42.00'	196°41'14"	N46°21'09"W	83.11'
C11	23.28'	25.00'	53°20'36"	S29°19'10"W	22.44'
C12	39.27'	25.00'	90°00'00"	N46°21'09"W	35.36'
C13	39.27'	25.00'	90°00'00"	N43°38'51"E	35.36'
C14	23.28'	25.00'	53°20'37"	S28°01'28"E	22.44'
C15	144.18'	42.00'	196°41'14"	N43°38'51"E	83.11'
C16	23.28'	25.00'	53°20'37"	N64°40'51"W	22.44'
C17	23.28'	25.00'	53°20'37"	S61°58'32"W	22.44'
C18	144.18'	42.00'	196°41'14"	S46°21'09"E	83.11'
C19	23.28'	25.00'	53°20'37"	N25°19'09"E	22.44'
C20	39.27'	25.00'	90°00'00"	S46°21'09"E	35.36'
C21	39.12'	25.00'	89°40'01"	N46°11'10"W	35.25'
C22	47.12'	30.00'	90°00'00"	S43°58'50"W	42.43'
C23	47.28'	42.00'	64°30'15"	N22°26'39"W	44.83'
C24	49.98'	42.00'	68°11'18"	N43°54'07"W	47.09'
C25	46.91'	42.00'	63°59'42"	S70°00'28"E	51.98'
C26	38.65'	42.00'	52°43'54"	S61°40'11"W	37.30'
C27	55.52'	42.00'	75°44'46"	N54°05'29"W	51.57'
C28	50.00'	42.00'	68°12'33"	N17°53'11"E	47.10'
C29	36.85'	42.00'	50°16'18"	N29°33'37"W	35.68'
C30	51.77'	42.00'	70°37'43"	N30°53'23"E	48.56'
C31	55.55'	42.00'	75°42'13"	S79°54'09"E	51.59'
C32	3.69'	25.00'	8°27'24"	S84°25'09"W	3.69'
C33	19.59'	25.00'	44°53'13"	S57°44'50"W	19.09'
C34	52.70'	42.00'	71°53'47"	N71°15'07"E	49.31'
C35	45.47'	42.00'	62°01'36"	N41°47'11"W	43.28'
C36	46.01'	42.00'	62°45'51"	N20°36'32"W	43.74'



# Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT WOOD HOLLOW ESTATES, 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:

THE SOUTH HALF (S/2) OF GOVERNMENT LOT 4, SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, AND DEDICATED ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO FIFTY-ONE LOTS IN THREE BLOCKS AND ONE (1) RESERVE AREA IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "WOOD HOLLOW ESTATES", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

## SECTION I. EASEMENTS AND UTILITIES

### A. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER 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 AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER 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 UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE, SIGN, OR BELOW GROUND OBSTRUCTION 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, THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### B. UTILITY SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG THE WEST PERIMETER OF THE SUBDIVISION. ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR UTILITY SERVICES, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON A LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF A LOT AGREES TO BE BOUND HEREBY.

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

- THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE 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.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, OR SANITARY SEWER FACILITIES.
- THE WOOD HOLLOW ESTATES HOMEOWNER'S ASSOCIATION, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER FACILITIES WITHIN THE SUBDIVISION AT ITS SOLE EXPENSE.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF A LOT AGREES TO BE BOUND HEREBY.

### D. GAS SERVICE

- THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON THE LOT.
- 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 GAS MAIN, OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH GAS MAINS, SHALL BE PROHIBITED.

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

- THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

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

### E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. A LOT OWNER SHALL NOT 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 LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR PARCEL OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

### F. LIMITS OF NO ACCESS

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

### G. RESERVE "A" - PRIVATE STREETS

RESERVE "A", AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREIN ESTABLISHED TO GRANT TO THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN WOOD HOLLOW ESTATES, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS, TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNER'S ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS, STORM SEWER FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVEL THROUGH THE PRIVATE STREETS WITHIN RESERVE "A" AS TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF AND ITS SUCCESSOR HOMEOWNER'S ASSOCIATION HEREIN GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE RIGHT TO ENTER AND TRAVEL WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, TO:

- CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE "A", AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:

- SURFACING WIDTH SHALL BE NOT LESS THAN 26' MEASURED FROM FACE OF CURB TO FACE OF CURB;
- STREETS SHALL BE CURBED;
- GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, FOR MINOR RESIDENTIAL PUBLIC STREETS;
- THE MAXIMUM VERTICAL GRADE OF PRIVATE STREETS SHALL BE 12 PERCENT.

- PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET DEPICTED WITHIN RESERVE "A" WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

- SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE BIXBY PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREETS AS DEPICTED WITHIN RESERVE "A" DO NOT MEET THE CITY OF BIXBY, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF BIXBY, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

### H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OF 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 HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### I. SIDEWALKS AND SIDEWALK EASEMENT

WITHIN THE SUBDIVISION, THERE SHALL BE CONTINUOUS SIDEWALKS ON BOTH SIDES OF THE PRIVATE STREET. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF SIDEWALK WITHIN THE RIGHT-OF-WAY OF SOUTH SHERIDAN ROAD DEDICATED BY THIS DEED OF DEDICATION. WITHIN THE INTERIOR OF THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT A SIDEWALK WITHIN THE AREA OF THE LOT DEPICTED ON THE PLAT AS "SIDEWALK EASEMENT" OR "SWE" HEREOF. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS IN ADJOINING LOTS AT THE LOT BOUNDARY. THE OWNER HEREBY ESTABLISHES AN EXCLUSIVE EASEMENT ON, OVER AND ACROSS THE SIDEWALKS TO BE CONSTRUCTED WITHIN THE AREAS DEPICTED ON THE PLAT AS "SIDEWALK EASEMENT" OR "SWE" FOR PEDESTRIAN ACCESS BY OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR FAMILIES, TENANTS, AGENTS, GUESTS AND INVITEES. WITHIN THE INTERIOR OF THE SUBDIVISION, THE OWNER OF EACH LOT SHALL MAINTAIN THE SIDEWALK LOCATED UPON OR ADJACENT TO THE OWNER'S LOT IN GOOD CONDITION.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "WOOD HOLLOW ESTATES" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 80), AS THE BIXBY ZONING CODE EXISTED ON \_\_\_\_\_, 2013 AND PUD 80 WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON \_\_\_\_\_, 2013 AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY ON \_\_\_\_\_, 2013, THE IMPLEMENTING ORDINANCE NO. \_\_\_\_, FILED ON \_\_\_\_\_, 2013.

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT OF PUD 80 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE, AND THE CITY OF BIXBY, OKLAHOMA.

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

WHEREAS, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT OR A PARCEL IN "WOOD HOLLOW ESTATES" AND BY THE CITY OF BIXBY AS HEREINAFTER SET FORTH.

### A. DEVELOPMENT STANDARDS - BLOCKS 1, 2 AND 3

- PERMITTED USES  
THOSE USES PERMITTED AS A MATTER OF RIGHT IN THE RS-3 ZONING DISTRICT, INCLUDING USE UNIT 6, SINGLE FAMILY DWELLINGS, INCLUDING CUSTOMARY ACCESSORY USES SUCH AS PARKING AND LANDSCAPED AREAS AND SECURITY GATEHOUSES.
- MAXIMUM LAND AREA PER DWELLING UNIT 8,400 SF
- MAXIMUM NUMBER OF LOTS 51
- MINIMUM LOT AREA 12,000 SF
- MAXIMUM BUILDING HEIGHT 3 STORIES, 48 FT
- MINIMUM LIVABILITY SPACE PER DWELLING UNIT 4,000 SF
- OFF-STREET PARKING

TWO ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT AND AT LEAST TWO ADDITIONAL OFF-STREET PARKING SPACES PER DWELLING UNIT.

- MINIMUM YARDS

FRONT YARD:	
RESIDENCES AND FRONT-ENTRY GARAGES	25 FT
SIDE YARD:	
ONE SIDE	5 FT
OTHER SIDE	10 FT
SIDE STREET YARD - RESIDENCES	15 FT
SIDE STREET YARD - GARAGES	20 FT
REAR YARD:	
PRIVATE STREETS	20 FT

MINIMUM WIDTH	26 FT
---------------	-------

ALL BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS WHICH MEET THE CITY OF BIXBY STANDARDS FOR MINOR RESIDENTIAL PUBLIC STREETS.

- ENTRY IDENTIFICATION SIGNS  
TWO SIGNS NEAR THE PROJECT ENTRY, NOT EXCEEDING 10 FEET IN HEIGHT AND 150 SQUARE FEET DISPLAY SURFACE AREA SHALL BE PERMITTED ON SOUTH SHERIDAN ROAD.

## SECTION III. EASEMENTS FOR HOMEOWNERS' ASSOCIATION

### A. FENCING AND LANDSCAPING

THE OWNER HEREBY RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV. EXCLUSIVE PERPETUAL EASEMENTS TO ERECT AND MAINTAIN FENCING, WALLS, LANDSCAPING AND SUBDIVISION IDENTIFICATION SIGNAGE WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE EASEMENT" OR "F/E".

### B. SIDEWALK MAINTENANCE

THE OWNER HEREBY RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION DESCRIBED IN SECTION IV. HEREOF A PERPETUAL EASEMENT ON, OVER AND ACROSS THE LOCATION OF THE SIDEWALKS CONSTRUCTED WITHIN THE SUBDIVISION TO IMPROVE, MAINTAIN OR REPLACE THE SIDEWALKS, AND ON, OVER AND ACROSS SUCH ADJOINING AREA AS IS NECESSARY TO ACCOMPLISH SUCH IMPROVEMENT, MAINTENANCE OR REPLACEMENT. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO IMPROVE, MAINTAIN, OR REPLACE THE SIDEWALKS CONSTRUCTED WITHIN THE SUBDIVISION.

## SECTION IV. HOMEOWNERS' ASSOCIATION

### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN WOOD HOLLOW ESTATES, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE PRIVATE STREETS AND GATES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF WOOD HOLLOW ESTATES.

### B. MEMBERSHIP

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

### C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN WOOD HOLLOW ESTATES SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS.

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

### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, 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 OWNERS OF ANY LOT OR PARCEL WITHIN "WOOD HOLLOW ESTATES" AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE 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, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT OR PARCEL WITHIN "WOOD HOLLOW ESTATES" 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.

### B. DURATION

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

### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE AFFECTED LOT OR PARCEL AND BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS AND RESTRICTIONS WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL AND APPROVED BY THE BIXBY PLANNING COMMISSION AND CITY OF BIXBY, OKLAHOMA, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED.

### D. SEVERABILITY

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

IN WITNESS WHEREOF, WOOD HOLLOW ESTATES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

WOOD HOLLOW ESTATES, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
WAYNE FARABOUGH, MANAGER

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY WAYNE FARABOUGH AS MANAGER OF WOOD HOLLOW ESTATES, 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 "WOOD HOLLOW ESTATES", 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 \_\_\_\_\_, 2014.

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



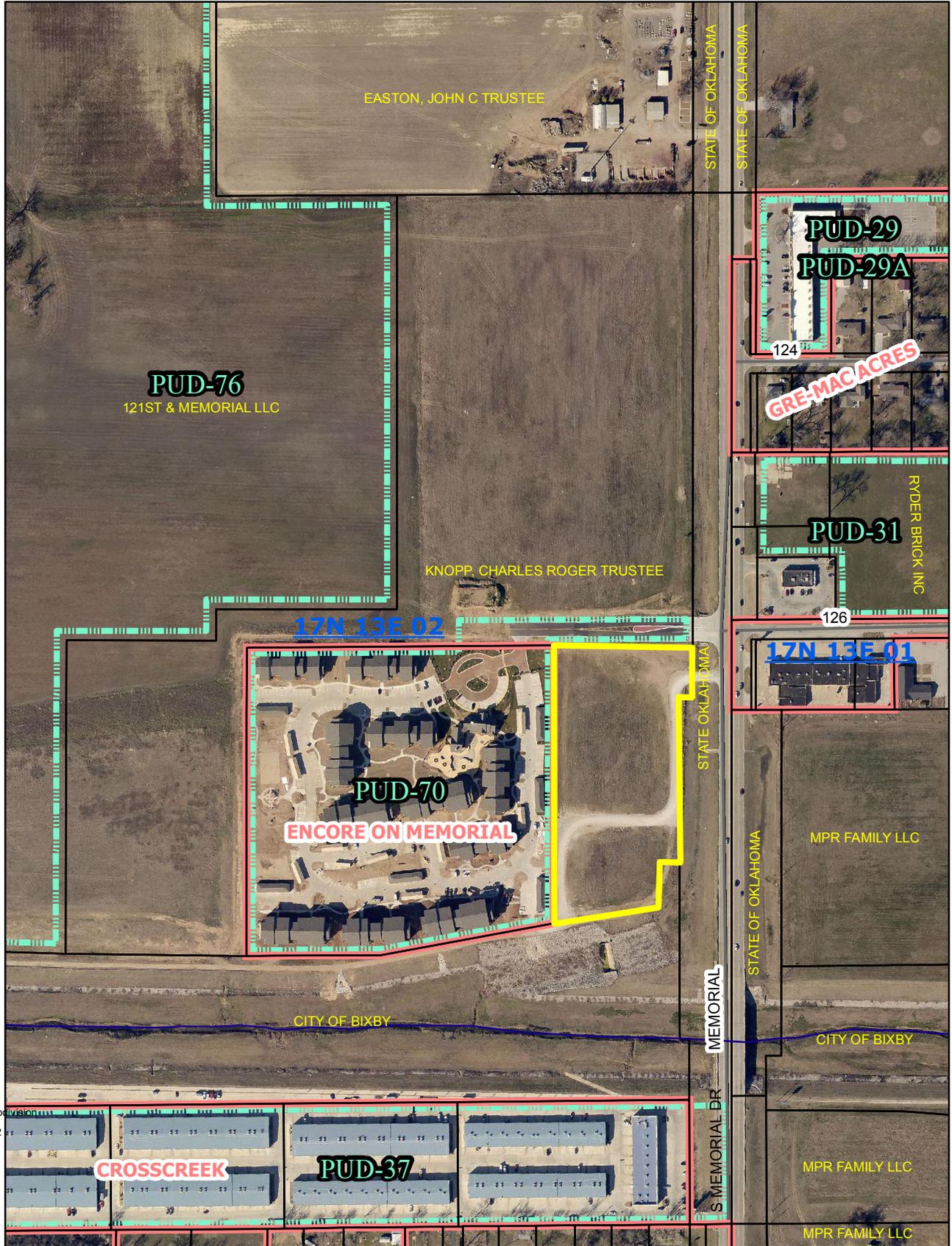
STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY THEODORE A. SACK.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC



**Preliminary Plat & Final Plat – “River Trail II” –  
Khoury Engineering, Inc. (PUD 83)**



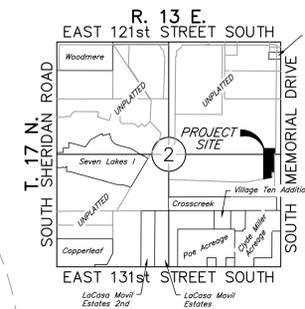
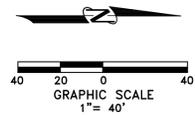
- bixby\_streams
- Tulsa Parcels 02/14
- WagParcels 08/13
- TulSubdivision
- WagonerCounty\_Subdivision
- WagRoads\_Aug2012
- E911Streets
- PUD
- bixby\_s-t-r
- county

0 190 380 760 1,140 1,520  
Feet

# PRELIMINARY PLAT River Trail II PUD-83

A tract of land located in the East Half (E/2) of Section Two (2), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, City of Bixby, Tulsa County, State of Oklahoma

Addition has 4 Lots in 1 Block  
and contains 5.025 acres, more or less.



**LOCATION MAP**  
SCALE: 1" = 2,000'

**OWNER**  
The Charles Roger Knopp  
Revocable Trust  
4020 South Birmingham Ave.  
Tulsa, OK 74105

**SURVEYOR**  
Geodeca, LLC  
Land Surveying Company  
6028 South 66th East Avenue Suite 101  
Tulsa, Oklahoma 74133  
(918) 949-4064  
E-MAIL: info@geodeca.com

**ENGINEER**  
Khoury Engineering, Inc.  
1435 East 41st Street  
Tulsa, Oklahoma 74105  
(918) 712-8768  
E-MAIL: kenginc@khouryeng.com  
Certificate of Authorization No. 3751  
Expires June 30, 2015

**BASIS OF BEARING**  
THE BEARINGS SHOWN HEREON ARE BASED ON OKLAHOMA  
STATE PLANE COORDINATE SYSTEM, NAD 1983 (1993).

**MONUMENTATION**  
ALL LOT CORNERS ARE TO BE MONUMENTED WITH A 3/8" IRON  
PIN WITH PLASTIC CAP UPON COMPLETION OF THE  
INFRASTRUCTURE CONSTRUCTION.

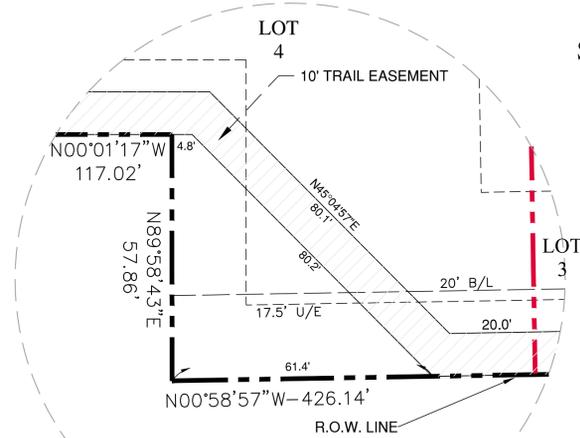
**LEGEND**  
B/L = BUILDING LINE  
U/E = UTILITY EASEMENT  
M.A.E. = MUTUAL ACCESS EASEMENT  
L.N.A. = LIMITS OF NO ACCESS

**LEGAL DESCRIPTION**  
A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT ONE (1), OF BLOCK ONE (1) OF "ENCORE ON MEMORIAL", FILED AS PLAT NUMBER 6380 AT THE OFFICE OF THE TULSA COUNTY CLERK;  
THENCE S00°58'45"E A DISTANCE OF 713.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT ONE (1), OF BLOCK ONE (1);  
THENCE N77°58'41"E A DISTANCE OF 270.51 FEET;  
THENCE N00°01'17"W A DISTANCE OF 117.02 FEET;  
THENCE N89°58'43"E A DISTANCE OF 57.86 FEET TO THE RIGHT OF WAY OF STATE HIGHWAY 64;  
THENCE ALONG THE RIGHT OF WAY OF STATE HIGHWAY 64, N00°58'57"W A DISTANCE OF 426.14 FEET;  
THENCE N89°01'06"E A DISTANCE OF 30.04 FEET;  
THENCE N00°58'57"W A DISTANCE OF 119.63 FEET;  
THENCE DEPARTING THE RIGHT OF WAY OF STATE HIGHWAY 64, S89°01'15"W A DISTANCE OF 355.32 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 218901 SQUARE FEET OR 5.025 ACRES. BEARINGS BASED ON THE PLATTED LINES OF "ENCORE ON MEMORIAL".

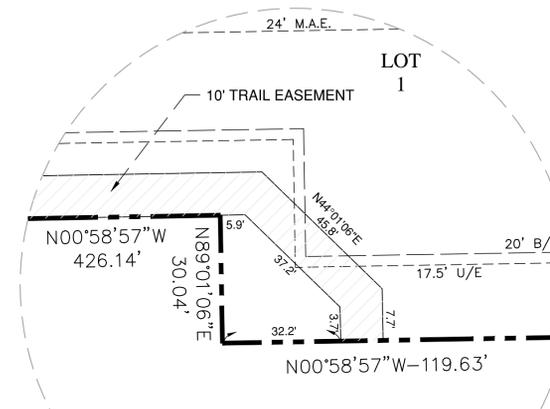
**ADDRESSES**  
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

**BENCHMARKS**  
5/8" rebar w/yellow cap  
(LS1253) set in East  
Quarter corner of Section 2.  
EL=609.14

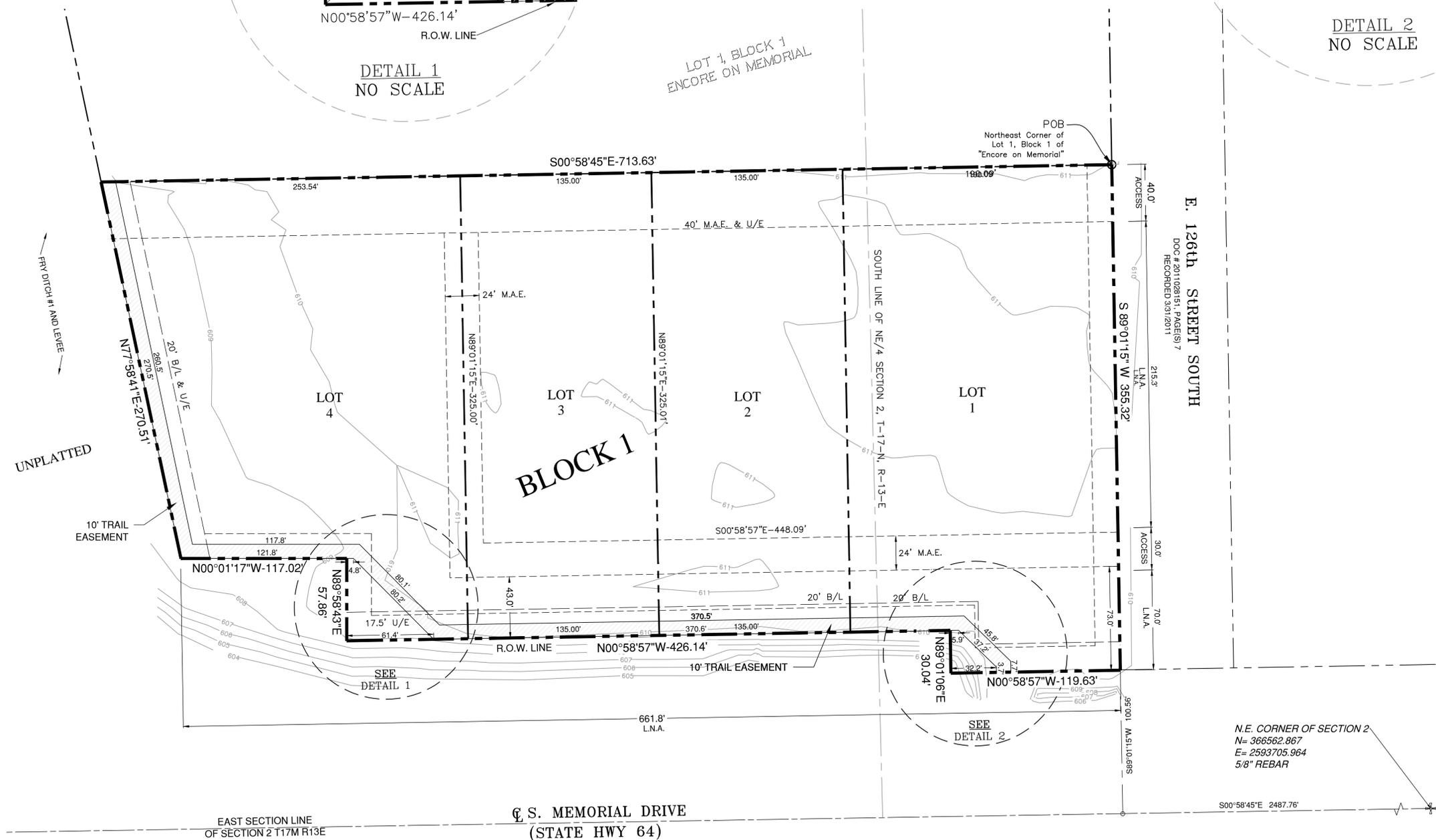
**DATUM**  
Horizontal: NAD83(1993) Oklahoma  
State Plane - HARN Adjustment  
Zone: 3501 Oklahoma North  
Vertical: NAVD 1988 Datum.



**DETAIL 1**  
NO SCALE



**DETAIL 2**  
NO SCALE



N.E. CORNER OF SECTION 2  
N= 366562.867  
E= 2593705.964  
5/8" REBAR

S. MEMORIAL DRIVE  
(STATE HWY 64)



Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

The Charles Roger Knopp Revocable Trust, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT ONE (1), OF BLOCK ONE (1) OF "ENCORE ON MEMORIAL", FILED AS PLAT NUMBER 6380 AT THE OFFICE OF THE TULSA COUNTY CLERK;

THENCE S00°58'45"E A DISTANCE OF 713.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT ONE (1), OF BLOCK ONE (1);

THENCE N77°58'41"E A DISTANCE OF 270.51 FEET;

THENCE N00°01'17"W A DISTANCE OF 117.02 FEET;

THENCE N89°58'43"E A DISTANCE OF 57.86 FEET TO THE RIGHT OF WAY OF STATE HIGHWAY 64;

THENCE ALONG THE RIGHT OF WAY OF STATE HIGHWAY 64, N00°58'57"W A DISTANCE OF 426.14 FEET;

THENCE N89°01'06"E A DISTANCE OF 30.04 FEET;

THENCE N00°58'57"W A DISTANCE OF 119.63 FEET;

THENCE DEPARTING THE RIGHT OF WAY OF STATE HIGHWAY 64, S89°01'15"W A DISTANCE OF 355.32 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 218901 SQUARE FEET OR 5.025 ACRES.

BEARINGS BASED ON THE PLATTED LINES OF "ENCORE ON MEMORIAL".

and have caused the above described tract of land to be surveyed, staked, platted and subdivided into Four (4) lots and One (1) block, in conformity with the accompanying plat, and has designated the subdivision as "RIVER TRAIL II" a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter referred to as "RIVER TRAIL II" or the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

A. General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "utility easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid; provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses as depicted on the accompanying plat, service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

B. Underground Service

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

2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

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

C. Water, Sanitary Sewer and Storm Sewer Services

1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his lot.

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

3. The City of Bixby, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water and sewer mains and storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities

caused or necessitated by acts of the owner of his lot, his agents or contractors.

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

5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Gas Service

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors

3. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

4. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Surface and Underground Drainage

1. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements for the purpose of permitting the flow, conveyance and discharge of storm water runoff from properties within the subdivision. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

2. Drainage facilities or other improvements constructed in the subdivision shall be in accordance with the adopted standards of the City of Bixby, Oklahoma.

F. Off-Site Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from off-site properties and drainage areas of higher elevation and from streets and easements for the purpose of furnishing the flow, conveyance and discharge of storm water runoff from off-site properties through the subdivision. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Paving and Landscaping within Easements

The owner of the lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Limits of No Access

The Owners hereby relinquish rights of vehicular ingress or egress from any portion of the property adjacent to E. 126th Street South and S. Memorial Drive within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying Plat, which "Limits of No Access" may be amended or released by the City of Bixby Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Bixby.

E. Mutual Access Easement

The owners of the tracts in which the easements are located herein establish, for the benefit of the Owners and their respective successors in title to the lots within the Subdivision, a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage to and from the lots within the Subdivision to and from E. 126th Street South, and to and from any other public or private roadway or access easement adjacent to the Subdivision, on, over and across the areas depicted on the accompanying plat as "Mutual Access Easement".

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, RIVER TRAIL II was submitted as a planned unit development (designated as PUD No. 83) as provided within Title 11, Chapter 7, Article I of Bixby Zoning Ordinance, and Whereas PUD No. 83 was affirmatively recommended by the City of Bixby Planning Commission on \_\_\_\_\_, 2014 and approved by the Council of the City of Bixby, Oklahoma, on \_\_\_\_\_, 2014.

Whereas, the planned unit development provisions of the Bixby Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Owners desire to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owners, their respective successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owners hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owners, their respective successors and assigns, and shall be enforceable as hereinafter set forth.

Development Area A

Permitted Use..... As permitted by right in CG, Commercial General District; excluding sexually oriented business.

Net Development Area..... 5.025 Acres (218,901.0 S.F.)

Maximum Floor Area Ratio Per Lot..... 0.75

Minimum Building Setback:

From Easterly side lines.....20 feet

From Front/ North line .....20 feet

From Rear/South line .....20 feet

From Westerly side lines.....20 feet

Maximum Building Height.....50 feet (Not to exceed three stories)

Minimum Landscape Buffer .....20 feet from E. 126th Street South

15 feet from Easterly side Lines

10 feet from Westerly side Lines

10 feet from South Property Line

Parking Ratio..... As permitted in CG, Commercial General District

PLATTING

No building permit within RIVER TRAIL II shall be issued until a subdivision plat has been approved by the City of Bixby as being in compliance with the planned unit development concept and development standards. A subdivision plat will be submitted to the City of Bixby after approval of the PUD by the City Council. The platted area will establish private covenants which set forth criteria which will establish and maintain a very high quality of development.

DETAIL SITE PLAN REVIEW

A Detailed Site Plan shall be submitted to and approved by the City of Bixby prior to the issuance of a Building Permit.

LANDSCAPING AND SCREENING

RIVER TRAIL II landscaping plan will be designed to enhance the E. 126th Street South and Memorial drive frontages; and to create an attractive view from said street and adjacent properties. The planting theme will highlight the site entries and buildings, and will utilize plant selections indigenous to North East Oklahoma that are durable and require low maintenance. All landscaping shall be provided in accordance with the City of Bixby Zoning Code except as noted herein.

A minimum of fifteen percent (15%) of the land area shall be improved as internal landscape open space.

The frontage along S. 126st Street South will have a twenty (20) foot wide landscaped strip along the street right-of-way. This landscape strip will be planted with at least one (1) tree per 500 square feet of street yard and at least one half of the trees shall be evergreen. Shrubs will also be installed to exceed the requirements of the Bixby Zoning Code.

All trees required by code will be planted at a minimum size of 2" caliper. Shrubs required by code will be planted with a minimum 3 gallon container size. All landscape areas will be irrigated with an underground sprinkler system, and maintained per requirements of the Bixby Zoning Code.

ACCESS AND CIRCULATION

Two means of access points for ingress and egress to River Trails of Bixby are proposed on E. 126th Street South (Public Street). The western access will be constructed in the first phase of development, and will be platted as a mutual access easement that provides the main ingress and egress from E. 126th Street to each lot in this development. The eastern access point on E. 126th Street South will be constructed when the remaining lots develop. The exact location will be determined during the platting phase. There is a temporary access on S. Memorial drive to provide for emergency vehicles ingress and egress to the Encore on Memorial multifamily development. This access must remain in use until its location is revised during the platting of this development. Sidewalks, minimum 4 feet in width, will be installed by the developer along E. 126th Street South street frontage in accordance with the Subdivision Regulations. The sidewalks shall be ADA compliant and shall be approved by the City Engineer.

TRASH COMPACTOR ENCLOSURE

Outside trash compactor will be located within the development. They will be screened from the view from the residential area and roadways.

SIGNS & SITE LIGHTING

One free standing sign will be installed along the frontage of E. 126th Street South. In addition, one free standing sign for each platted lot will be installed along the frontage of Memorial Drive. Additional signs will be installed on the buildings and along the mutual access drive. All Signage shall comply with the Bixby Zoning Code.

All outdoor lighting fixtures shall be shielded to avoid light spillage onto adjacent properties. A photometric plan will be submitted to the City of Bixby for approval during the design phase of the project.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/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 additionally the covenants within Section I, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, it shall be lawful for the City of Bixby or the owner of any lot or parcel within the Subdivision or the Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant.

B. Duration

These restrictions and covenants, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The restrictions and covenants contained within Section I. Easements, and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby, or its successors. The provisions of any instrument amending or terminating covenants as above set forth shall be

effective from and after the date it is properly recorded in the records of the Clerk of Tulsa County.

D. Severability

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

In Witness Whereof, The Charles Roger Knopp Revocable Trust, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

The Charles Roger Knopp Revocable Trust, dated July 2, 1986

By: \_\_\_\_\_ Lisa K. Lawrence, Successor Co-Trustee

By: \_\_\_\_\_ Kelly Knopp, Successor Co-Trustee

State of Oklahoma ) ) s.s. County of Tulsa )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Lisa K. Lawrence and Kelly Knopp, Successors Co-Trustees of The Charles Roger Knopp Revocable Trust, dated July 2, 1986.

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

Certificate of Survey

I, Russell Muzika of Tulsa County, State of Oklahoma, and a Professional Surveyor, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "RIVER TRAIL II", 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 \_\_\_\_\_, 2014.

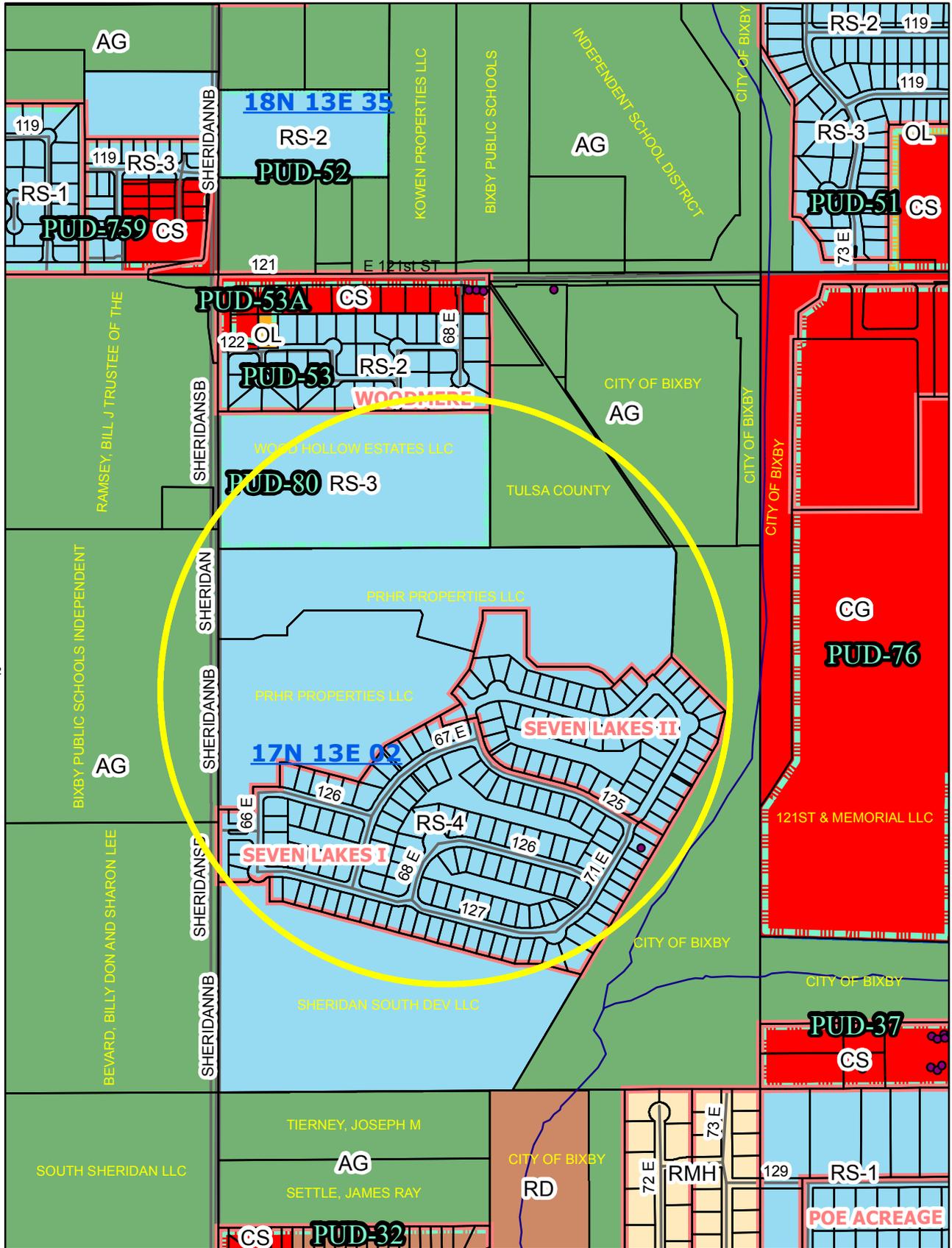
Russell Muzika Registered Professional Land Surveyor, Oklahoma No. 1603

State of Oklahoma ) ) s.s. County of Tulsa )

The foregoing certificate of survey was acknowledged before me this day of \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Russell Muzika.

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

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



- Businesses
- bixby\_streams
- Tulsa Parcels 02/14
- TulSubdivision
- WagRoads\_Aug2012
- E911Streets
- PUD
- TulsaZoning**
- <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 1.08 ACRES:

BLOCK 1 3 LOTS  
BLOCK 2 1 LOT

SUBDIVISION CONTAINS 1.08 ACRES

**Legend**

B/L BUILDING LINE  
U/E UTILITY EASEMENT  
[ ] 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.

# Conditional Final Plat Seven Lakes III

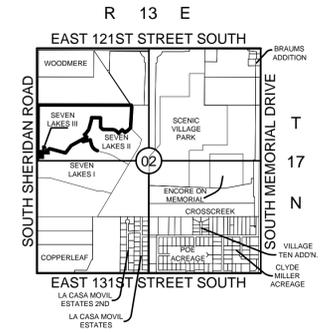
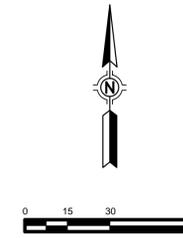
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, BEING A SUBDIVISION OF A PART OF THE NORTH WEST ONE-QUARTER OF SECTION 02, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN

**Owner / Developer**

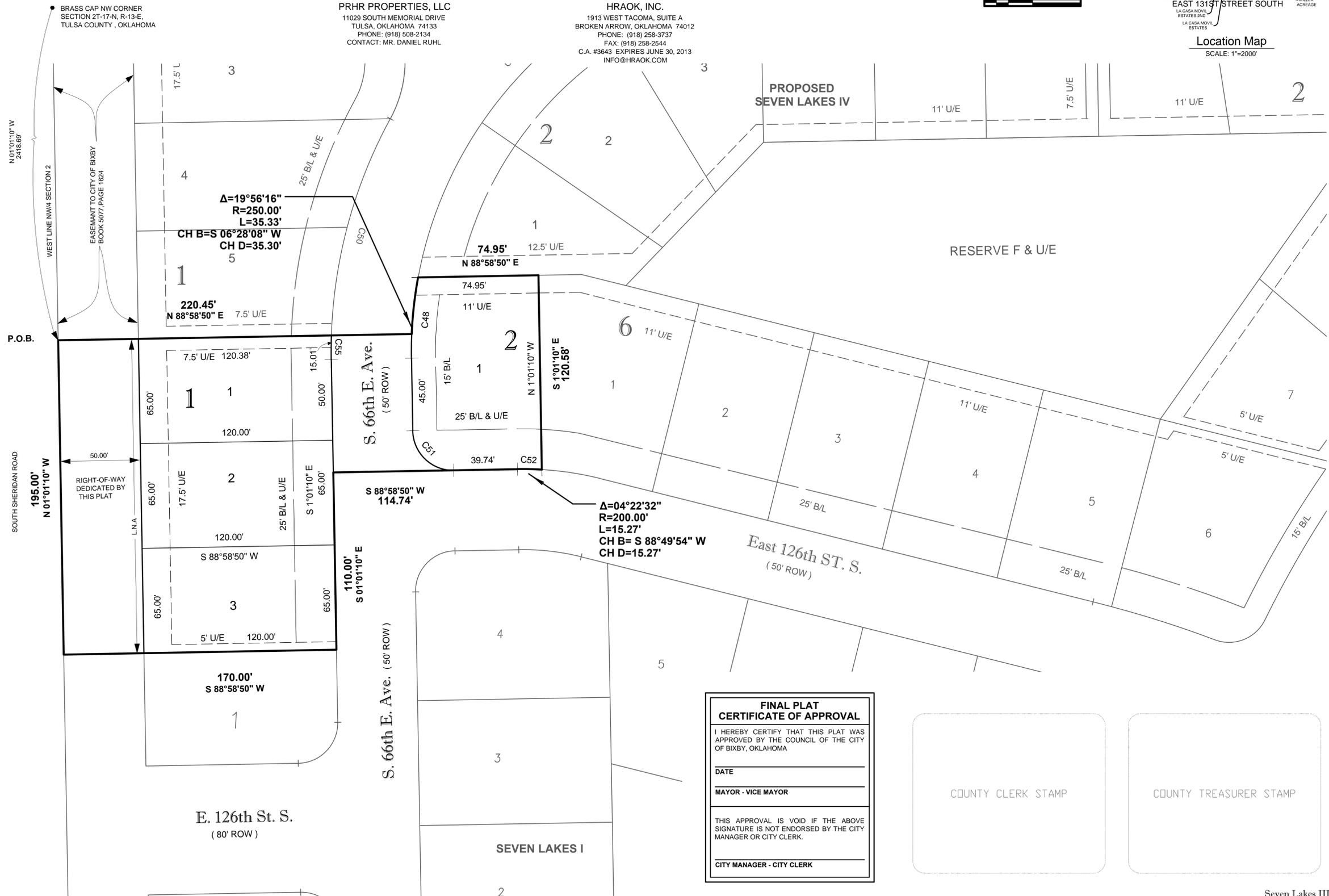
PRHR PROPERTIES, LLC  
11029 SOUTH MEMORIAL DRIVE  
TULSA, OKLAHOMA 74133  
PHONE: (918) 508-2134  
CONTACT: MR. DANIEL RUHL

**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



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



LOT NO.	AREA (SF)
1	7801.88
2	7800.00
3	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 \_\_\_\_\_

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

**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°05'50". 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 A 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 "UE" OR "UTILITY EASEMENT". FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, 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 REPORTED TO GAS SERVICE PROVIDER.
- 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 USE, AS 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 SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES 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 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. 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 ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

C. 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 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 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 WOODEN 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 ABOVE. 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

- 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.
- 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 SOO 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 CONTINUOUS 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, 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 III 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 \_\_\_\_\_, 201\_\_ OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
DANIEL RUHL, 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 \_\_\_\_\_, 201\_\_, 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 \_\_\_\_\_, 201\_\_, 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 17.52 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 17.52 ACRES

**Legend**

B/L BUILDING LINE  
U/E UTILITY EASEMENT  
[234] 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.

# Conditional Final Plat Seven Lakes IV

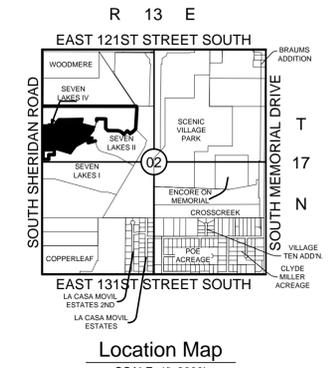
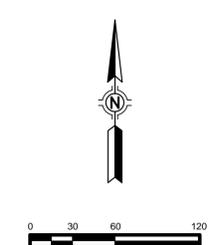
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, BEING A SUBDIVISION OF A PART OF THE NORTH WEST ONE-QUARTER OF SECTION 02, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN

**Owner / Developer**

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

**Engineer / Surveyor**

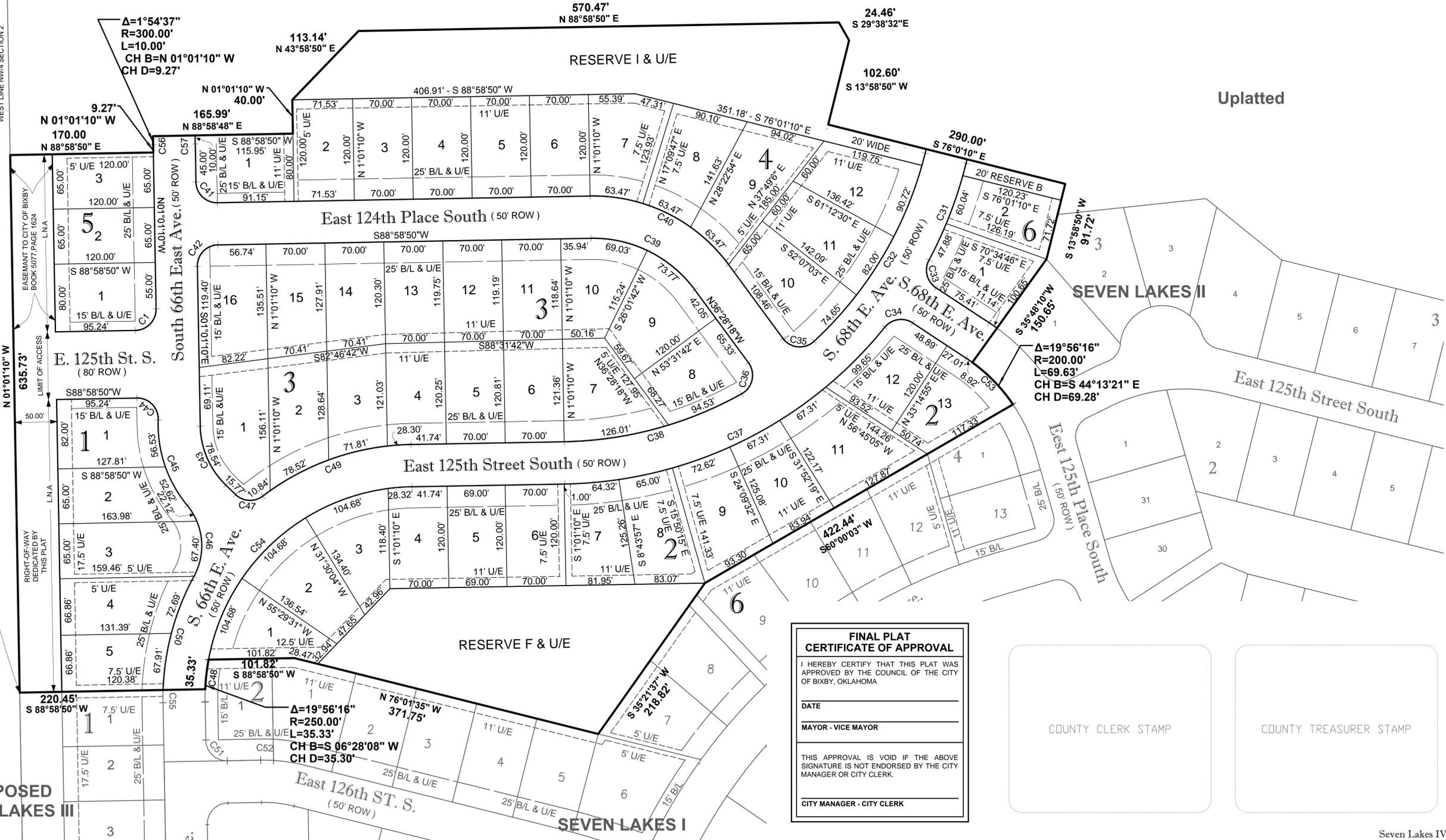
HRAOK, INC.  
1913 WEST TACOMA, SUITE A  
BROKEN ARROW, OKLAHOMA 74012  
PHONE: (918) 258-3737  
FAX: (918) 258-2544  
C.A. #3643 EXPIRES JUNE 30, 2013  
INFO@HRAOK.COM



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

LOT AREA TABLE			
BLOCK	LOT NO.	AREA (SF)	
BLOCK 1	1	7801.88	
	2	7800.00	
	3	7800.00	
	4	7800.00	
	5	7800.00	
BLOCK 2	1	8535.68	
	2	10418.58	
	3	9007.98	
	4	8384.92	
	5	8280.00	
	6	8400.00	
	7	8948.25	
	8	9689.95	
	9	10854.64	
	10	9270.87	
	11	12284.31	
	12	9519.21	
	13	9277.03	
BLOCK 3	1	10482	
	2	9832.40	
	3	8636.07	
	4	8410.88	
	5	8437.01	
	6	8475.43	
	7	10544.47	
	8	9839.61	
BLOCK 4	1	9157.39	
	2	8583.22	
	3	8400.00	
	4	8400.00	
	5	8400.00	
	6	8400.00	
	7	10165.15	
	8	9941.09	
BLOCK 5	1	10165.15	
	2	12149.92	
	3	11484.68	
	4	9939.26	
	5	9553.49	
	6	9465.87	
	7	7800.00	
	8	7800.03	
	BLOCK 6	1	9772.26
		2	8060.86

CURVE TABLE			
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	90°00'00"	25.00	39.27
C2	30°27'32"	300.00	159.48
C31	14°05'06"	500.00	122.91
C32	33°24'22"	450.00	262.37
C33	84°49'01"	25.00	37.01
C34	84°15'11"	25.00	36.76
C35	96°08'30"	25.00	41.95
C36	97°22'19"	25.00	42.49
C37	49°59'05"	500.00	436.20
C38	28°04'50"	450.00	220.54
C39	54°32'52"	150.00	142.81
C40	54°32'52"	200.00	190.41
C43	45°00'00"	100.00	78.54
C45	41°41'41"	150.00	109.16
C46	68°23'16"	75.00	89.52
C47	81°11'11"	25.00	35.42
C48	11°32'13"	250.00	50.34
C49	36°11'11"	300.00	189.47
C50	29°43'09"	300.00	155.61
C51	90°00'00"	25.00	39.27
C53	22°30'05"	200.00	78.55
C54	78°27'47"	250.00	342.36
C56	01°54'37"	300.00	10.00
C57	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 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 (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 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 102.60 FEET; THENCE S 76°00'10" E A DISTANCE OF 290.00 FEET; THENCE S 13°58'50" W A DISTANCE OF 91.72 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, SADE 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 60°00'03" W DISTANCE OF 422.44 FEET; THENCE A S 35°21'37" W A DISTANCE OF 218.82 FEET; THENCE N 76°01'35" 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°15'50", 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 736.044 SQUARE FEET/ 17.52 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 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, 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 REPORTED TO GAS SERVICE PROVIDER.
- 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 SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES 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 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. RESERVES "I", "B", "F"**

- 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 "I" AND "B" 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.
- RESERVE "I" AND "B" ARE HEREBY ESTABLISHED FOR GREEN BELT ACCESS FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION. RESERVE "I" AND "B" ARE 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 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.
- 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.

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 "I", "B". RESERVE "I", "B" SHALL BE USED FOR DRAINAGE USAGE AND BY THE ASSOCIATION MEMBERS AND GUESTS FOR RECREATION.

**E. 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 ENCR OACH 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 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.
- 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. 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**

- 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
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 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 SOO 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 CONTINUOUS 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, 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, TRANSFERREES, 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 IV 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 \_\_\_\_\_, 201\_\_ OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
DANIEL RUHL, 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 \_\_\_\_\_, 201\_\_, 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.

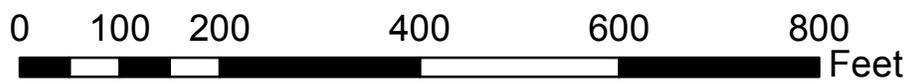
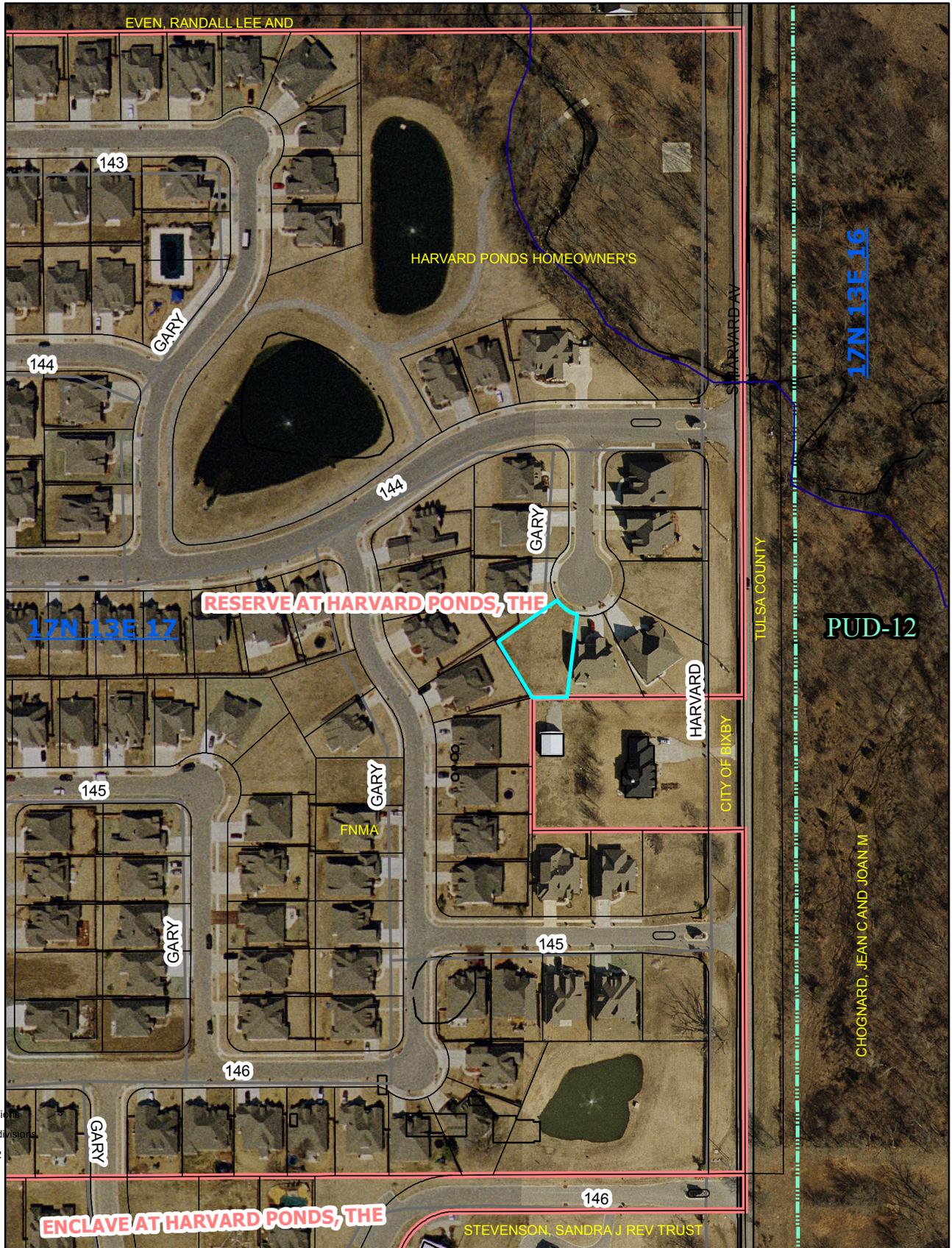
\_\_\_\_\_  
ALAN C. HALL  
PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1283

STATE OF OKLAHOMA )  
 )SS.  
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_, BY ALAN C. HALL.

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

# BL-390 – Steve Owens





# City of Bixby Application for Lot-Split

Applicant: Steve Owens & Brenda Owens  
 Address: 14492 S. Gary Court  
 Telephone: 918-943-6543 Cell Phone: 918-~~943~~ 519-3977 Email: swow.pls@gmail.com  
 Property Owner: Steve & Brenda Owens Property Address: Lot 6 Tract 6B  
 Existing Zoning: Res. Existing Use: empty lot Use Unit #: \_\_\_\_\_

Attach four (4) copies of a survey drawing including existing and proposed lot lines, buildings and improvements dimensioned to existing and proposed lot lines, adjacent street and other rights-of-ways, street widths, easements of record, existing access limitations, north arrow, scale, and date.

LEGAL DESCRIPTION (If unplatted, attach a survey with legal description or copy of deed):

*see attached deed*

FIRST TRACT TO BE CREATED	Legal Description of Proposed Tract <u>Lot 6 B</u>	Source of Water supply for this Tract <input checked="" type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input checked="" type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face <u>South Gary Court</u>		
		Proposed Use of this Tract <u>Free Standing 2 car garage</u>	Average Lot Width <u>52.79'</u>	Street frontage <u>17.31</u>
SECOND TRACT TO BE CREATED	Legal Description of Proposed Tract <u>Lot 6 A</u>	Source of Water supply for this Tract <input checked="" type="checkbox"/> CITY <input checked="" type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input checked="" type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face <u>South Gary Court</u>		
		Proposed Use of this Tract <u>addition to house</u>	Average Lot Width <u>52.01</u>	Street frontage <u>17.32</u>
THIRD TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face		
		Proposed Use of this Tract	Average Lot Width	Street frontage
FOURTH TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face		
		Proposed Use of this Tract	Average Lot Width	Street frontage

# City of Bixby Application for Lot-Split

Does Record Owner consent to the filing of this application?

YES

NO

If Applicant is other than Owner, indicate interest: \_\_\_\_\_

Is subject tract located in the 100 year floodplain?

YES

NO

Has \$50.00 application review fee been paid at City Hall?

YES

NO

BILL ADVERTISING CHARGES TO: Steve Owens

14492 S. Gony Court Bixby Ok  
(ADDRESS) (CITY)

(NAME)  
918-519-3977  
(PHONE)

I do hereby certify that the information submitted herein is complete, true and accurate:

Signature: Steve Owens

Date: 1-3-14

### APPLICANT – DO NOT WRITE BELOW THIS LINE

BL-390 Date Received 02/12/2014 Received By Enyart Receipt # 01135215

PC Action: \_\_\_\_\_ Conditions: \_\_\_\_\_

Date: \_\_\_\_\_ Roll Call: \_\_\_\_\_

Staff Rec. \_\_\_\_\_

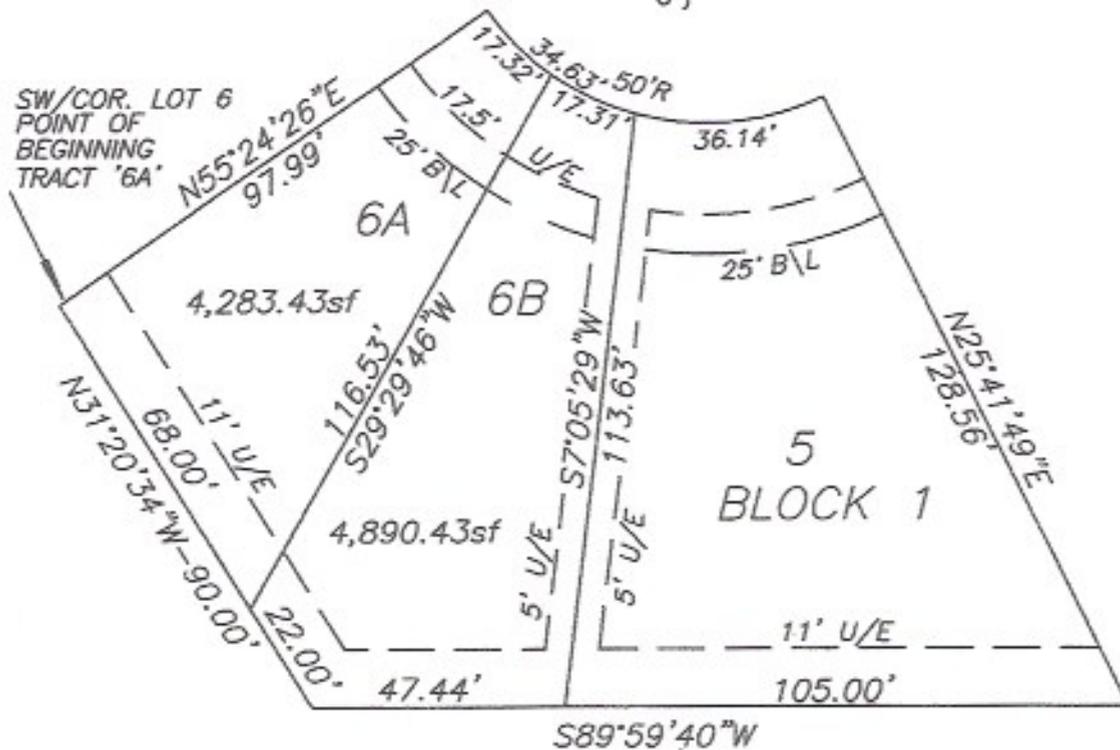


LOT SPLIT PLAT  
THE RESERVE AT HARVARD PONDS

SO. GARY  
COURT



SCALE: 1"=50'

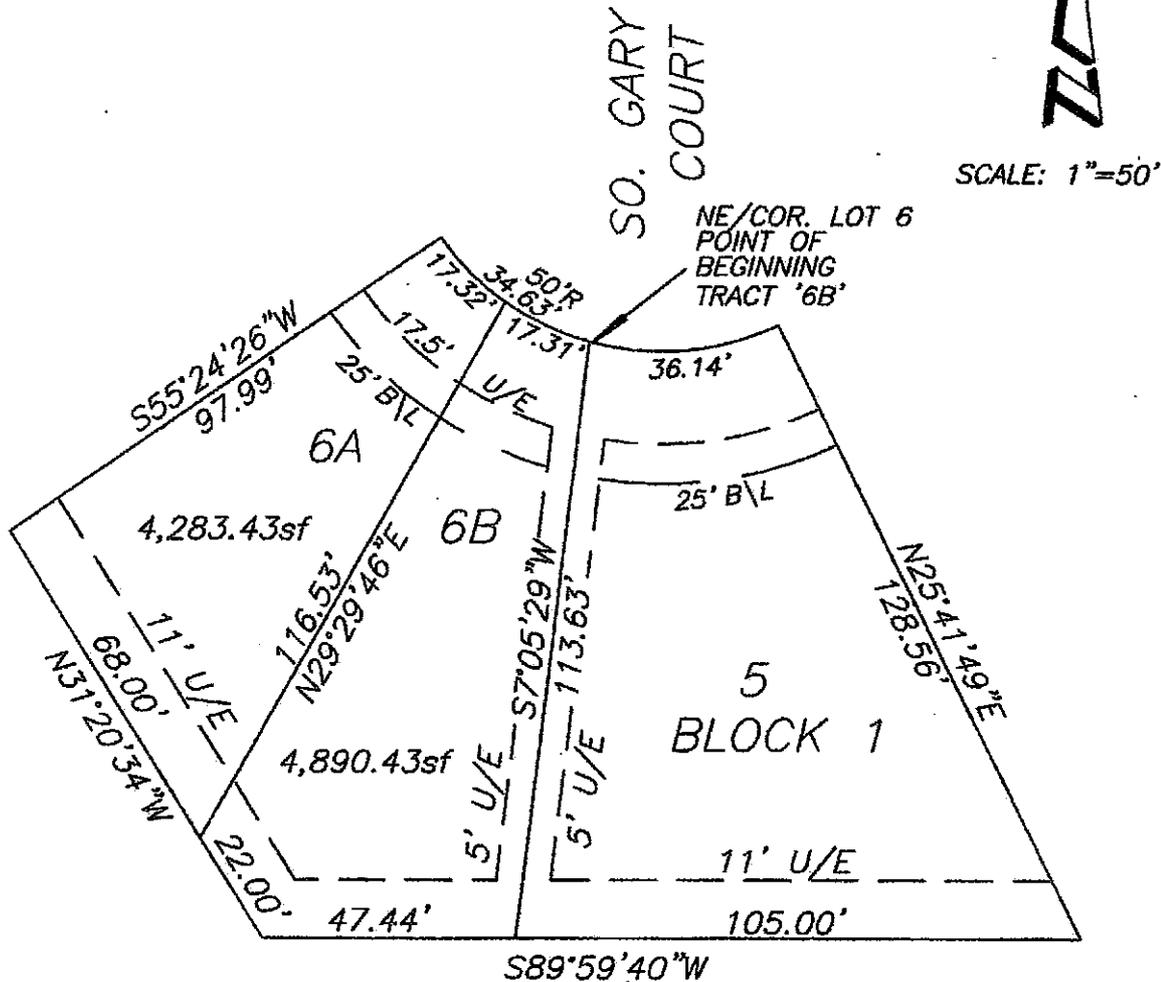


LEGAL DESCRIPTION  
TRACT '6A', BLOCK 1

A PART OF LOT 6, BLOCK 1, THE RESERVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 5822.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 1, THE RESERVE AT HARVARD PONDS, THENCE ON AN ASSUMED BEARING OF N 55°24'26" E ALONG THE WEST LINE OF LOT 6, A DISTANCE OF 97.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CURVE LENGTH OF 17.32 FEET, A CHORD BEARING OF S 44°32'45" E, AND A CHORD DISTANCE OF 17.23 FEET; THENCE S 29°29'46" W A DISTANCE OF 116.53' FEET TO A POINT ON THE SOUTHWEST LINE OF LOT 6; THENCE N 31°20'34" W AND ALONG THE SOUTHWEST LINE OF LOT 6 A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,283.43 SQUARE FEET OR 0.098 ACRES, MORE OR LESS.

# LOT SPLIT PLAT THE RESERVE AT HARVARD PONDS



## LEGAL DESCRIPTION TRACT '6B', BLOCK 1

A PART OF LOT 6, BLOCK 1, THE RESERVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 5822.

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 1, THE RESERVE AT HARVARD PONDS, THENCE ON AN ASSUMED BEARING OF S 7°05'29" W ALONG THE EAST LINE OF LOT 6, A DISTANCE OF 113.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S 89°59'40" W A DISTANCE OF 47.44 FEET TO A LOT CORNER; THENCE N 31°20'34" W AND ALONG THE SOUTHWEST LINE OF LOT 6 A DISTANCE OF 22.00 FEET TO A POINT; THENCE N 29°29'46" E A DISTANCE OF 116.53' TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A LENGTH OF 17.31 FEET, A CHORD BEARING OF S 64°23'22" E, AND A CHORD DISTANCE OF 17.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,890.43 SQUARE FEET, OR 0.112 ACRES, MORE OR LESS.



Tulsa County Clerk - PAT KEY  
 Doc # 2014006979 Page(s): 1  
 Recorded 01/27/2014 at 03:19 PM  
 Receipt # 451393 Fee \$13.00  
 Doc Stamps: \$55.50

Grantee Mailing Address: 14492 S. Gary Ct., Bixby, OK 74008  
 Documentary Stamps: \$55.50,

**GENERAL WARRANTY DEED  
 (INDIVIDUAL FORM - WITH SURVIVORSHIP)**

THIS INDENTURE is made this 23rd day of January, 2014, by and between John William Carter and M. Jane Carter, husband and wife, (referred to herein as "Grantor" whether one or more), and Steve Owens and Brenda Owens, husband and wife, (referred to herein as "Grantees" whether one or more).

WITNESSETH, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantees, not as tenants in common, but as joint tenants with the right of survivorship, and to the survivor of them, and to the heirs and assigns of such survivor, forever, all the following described real estate situated in the county of Tulsa, State of Oklahoma, to-wit:

**Lot Six (6), Block One (1), The Reserve at Harvard Ponds\*, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 5822.**

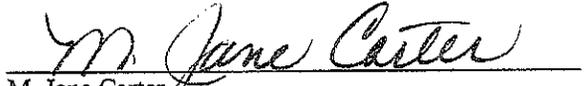
\*a Subdivision in the City of Bixby,

**TO HAVE AND TO HOLD THE SAME**, as joint tenants, and not as tenants in common, with the fee simple title in the survivor, the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said Grantor, their successors and assigns, does hereby covenant, promise and agree to and with said Grantees that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, **EXCEPT:** Easements, building restrictions of record and special assessments not yet due, and that said Grantor will **WARRANT AND FOREVER DEFEND** the same unto said Grantees, their heirs, successors and assigns against said Grantor, their successors or assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

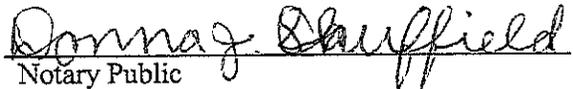
Signed and delivered the date first above written.

  
 John William Carter

  
 M. Jane Carter

STATE OF OKLAHOMA     )  
   ) ss.  
 COUNTY OF TULSA         )

This instrument was acknowledged before me on 23rd day of January, 2014, by John William Carter and M. Jane Carter, husband and wife.

  
 Notary Public

My Commission Expires: \_\_\_\_\_  
 Commission Number: \_\_\_\_\_



TULSA COUNTY, OKLAHOMA  
 618 S. DENVER AVE.  
 TULSA, OK 74119

#241042  
 Tulsa Abstract  
 & Title Company  
 6025 E. 63rd Place  
 Suite 101  
 Tulsa, OK 74130  
 918-250-9030

**Erik Enyart**

---

**From:** Erik Enyart  
**Sent:** Wednesday, February 05, 2014 4:18 PM  
**To:** 'SWO.PLS@gmail.com'  
**Subject:** Your property at 14492 S. Gary Ct. - see attached Lot-Split application  
**Attachments:** Application - Lot-Split.pdf

Steve Owens  
14492 S. Gary Ct.  
Bixby, OK 74008  
(918) 519-3977

Mr. Owens:

Per our discussion, I understand that you have acquired the vacant lot to the west, Lot 6, Block 1, The Reserve at Harvard Ponds, and want to split it to sell a westerly part to your neighbor to the west, (Lot 7, Block 1, 14472 S. Gary Ct.), also for a larger side yard area. I understand that you would keep the easterly part, on which you will eventually construct a new garage and driveway. I understand that the existing garage would be converted to a room. As you requested, the Lot-Split application form is attached.

There is a \$100.00 application fee, payable to City of Bixby at the Water Billing desk in City Hall, 116 W. Needles Ave. You may leave the application there and they will place it in my mailbox, or you can bring it to my office in the Dawes Building at 113 W. Dawes Ave. You may also mail the entire application. The South County Leader will bill you directly for the public notice publication to PO Box 70, Bixby, OK 74008. The *South County Leader* will invoice directly for newspaper publication of the Public Notice. All other costs are included in the review fee.

If submitted by 02/14/2014, it will be placed on the 03/05/2014 Technical Advisory Committee (TAC) meeting (10:00 AM in Dawes Building, 113 W. Dawes Ave.) and 03/17/2014 Planning Commission meeting (6:00 PM in City Hall). City Council approval of a Lot-Split is not required unless there is "protest" at the Planning Commission meeting or before.

The survey will need to represent all three (3) lots involved, to demonstrate that the minimum standards will be achieved upon the combination of the smaller tracts with the adopting lots on either side.

As we discussed, the two (2) smaller tracts will be required to be attached to an adopting lot in order to meet minimum lot size, lot width, and other requirements. There is no special City approval required to combine lots. In this case, most Lot-Split applicants achieve the combination by use of deed restriction language, such as

[INSERT THE LEGAL DESCRIPTION OF THE PROPOSED SALE TRACT] .

The foregoing is restricted from being transferred or conveyed as described above without including:

[INSERT THE LEGAL DESCRIPTION OF THE ADOPTING LOT]

unless otherwise approved by the Bixby Planning Commission, or its successors, and/or the Bixby City Council as provided by applicable State Law,

Or other language provided by the Applicant for this purpose subject to City Attorney approval.

This deed restriction would need to be used on both deeds (sale tract deed and retained tract deed).

Thank you for this opportunity to provide information on development and building codes and standards in Bixby. Please call or email if you have any questions or need additional information.

Erik Enyart, AICP, City Planner

City of Bixby, PO Box 70

Bixby, OK 74008

Ph. (918) 366-0427

Fax (918) 366-4416

[eenyart@bixby.com](mailto:eenyart@bixby.com)

[www.bixby.com](http://www.bixby.com)

# V-46 – Moyers, Martin, LLP for Helene V. Byrnes Foundation



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



**MOYERS, MARTIN, LLP**

ATTORNEYS AND COUNSELORS AT LAW  
ESTABLISHED 1910

Jack H. Santee  
John M. Imel  
Steven A. Stecher  
James H. Ferris  
Patrick D. O'Connor  
John E. Rooney, Jr.  
Terry M. Kollmorgen  
James E. Maupin  
Michael E. Esmond  
Scott Morgan  
Scott Grier  
Of Counsel  
Jerry E. Rothrock

401 South Boston Ave., Suite 1100  
Tulsa, Oklahoma 74103  
Telephone (918) 582-5281  
Facsimile (918) 585-8318

12345 South Memorial Drive  
Suite 109  
Bixby, Oklahoma 74008  
Telephone (918) 366-3935

[www.moyersmartin.com](http://www.moyersmartin.com)

Villard Martin  
(1889-1965)  
Garrett Logan  
(1901-1975)  
Donald P. Moyers  
(1907-1995)  
Villard Martin, Jr.  
(1918-2002)

January 29, 2014

**VIA HAND DELIVERY**

Erik Enyart  
City of Bixby  
116 West Needles  
Bixby, OK 74008

RE: Vacation of Easements  
Development Area B  
The Boardwalk on Memorial

CITY OF BIXBY

JAN 29 2014

RECEIVED

By Enyart

Dear Erik:

I am assisting Bill Wilson and the Helene V. Byrnes Foundation in connection with their efforts to plat Byrnes Mini-Storages addition to be located in part, on Development Area B of The Boardwalk on Memorial Addition.

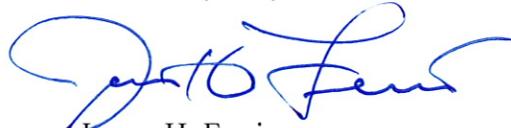
As a result of the platting of Development Area B of The Boardwalk as part of the new plat for the Byrnes Mini-Storages addition which will have its own easements dedicated, we would like to vacate the easements platted on Development Area B. I have enclosed a copy of The Boardwalk on Memorial plat showing the easement which need to be vacated. As we discussed, title wise, I believe the best descriptions to use in the easement vacation process is "all of the utility and other easements platted and dedicated in Development Area B of The Boardwalk on Memorial Addition." Please let me know if you have any issues with that description. There are no utilities presently in this easement.

Erik Enyart  
City of Bixby  
January 29, 2014  
Page Two

Please proceed with your review of this request and the necessary formalities prior to presentation to the City Council for approval. Let me know if you need any further information and if a City fee is due for this application.

Thanks for your assistance.

Yours very truly,



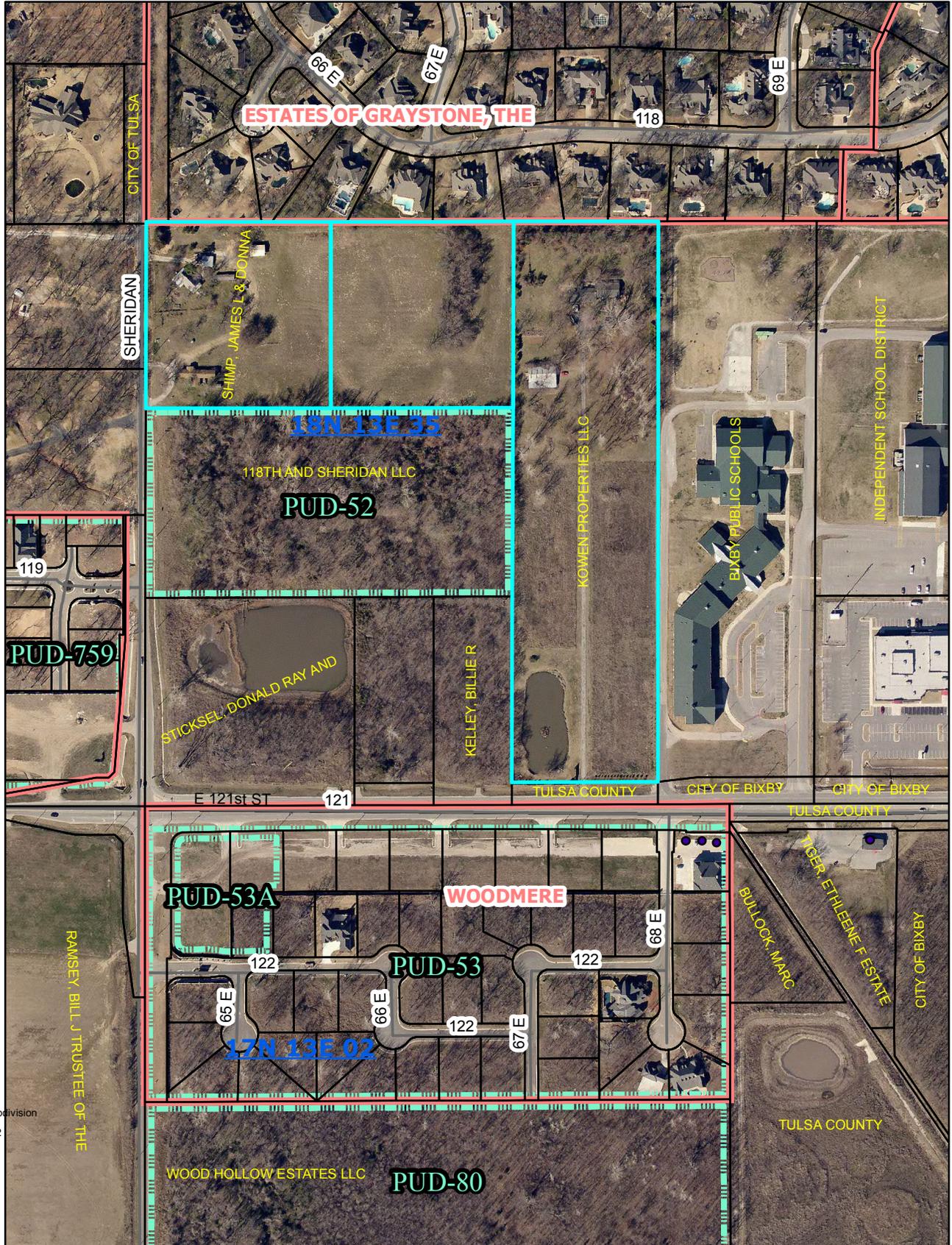
James H. Ferris

JHF/bcs

Attachments



# Modification/Waiver (PUD 82) – JR Donelson, Inc. for Kowen Properties, LLC



**JR Donelson, Inc.**

**12820 So. Memorial Dr., Office 100**

**Bixby, Oklahoma 74008**

**918-394-3030**

**Email: [jrdon@tulsacoxmail.com](mailto:jrdon@tulsacoxmail.com)**

**C.A. No. 5611 Exp.Date: 6/30/15**

February 25, 2014

Bixby City Council and Bixby Planning Commission  
Bixby, Oklahoma

Re: Request for Waiver, Somerset Addition

Mayor Ray Bowen and Mr. Tom Holland

We are requesting a Waiver of the Subdivision Regulation, City of Bixby Code Section 12-3-2.C. A portion of the Subdivision Regulation for 12-3-2.C states, "C. Abutting Unsubdivided Land: Where adjoining areas are not subdivided, the proposed streets shall be constructed to the boundary of the proposed subdivision with the provisions made for a temporary right of way and the construction of a turnaround of a size acceptable to the city engineer."

Somerset Addition, PUD 82, was approved by the Bixby Planning Commission and the Bixby City Council with the staff recommendation for the following removed from the motion.

No. 4, "Staff cannot support a Waiver of the Subdivision Regulations requirement to provide a stub-out street or alternative method of secondary access to the 8 acre development property abutting to the south/west" .....and.....

No. 12, "Exhibits: Does not show stub-out street or otherwise emergency access provisions to the unplatted 8 acre development property abutting to the south"

Undue Hardship: Somerset Addition has private streets and two points of access, one from 121<sup>st</sup> Street South and one from South Sheridan Road. It is our understanding that there is no planned time table for the development of the abutting 8 acres. Constructing a street to the 8 acre abutting unsubdivided land provides no benefit to Somerset Addition and it is impossible

to plan for the proper location of a proposed street or emergency access point. The installation of a street would likely serve no purpose to the 8 acres partial of land, as it would probably be placed in a location that would conflict with any future residential lot layout. The abutting 8 acres of land has 425 l.f. of frontage abutting South Sheridan Road. It is our belief that this footage presents options to allow for two points of access to the tract of land. The subdivision to the north of Somerset Addition, "The Estates of Graystone" does not have a stub street to the Somerset Addition tract of land, indicating a Waiver of the requirement was granted for this subdivision.

Installing this stub street would eliminate at least one lot in Somerset Addition and downsize the lot widths of the remaining lots adjacent to the stub street. In addition, it would stub a private street with a privacy gate, to a possible public street. In today's unstable economy, losing the projected revenue from one residential lot, and reducing prices for the remaining adjacent lots to the stub street, plus the added cost to construct the stub street creates, an unforeseen financial burden on the Somerset Addition project.

For the above reasons we respectfully request the Bixby Planning Commission and the Bixby City Council grant our Waiver request.

Sincerely,

  
J.R. Donelson

