

AGENDA
TECHNICAL ADVISORY COMMITTEE
CONFERENCE ROOM
DAWES BUILDING CITY OFFICES
113 WEST DAWES AVE
BIXBY, OK 74008
October 07, 2015 – 10:00 AM

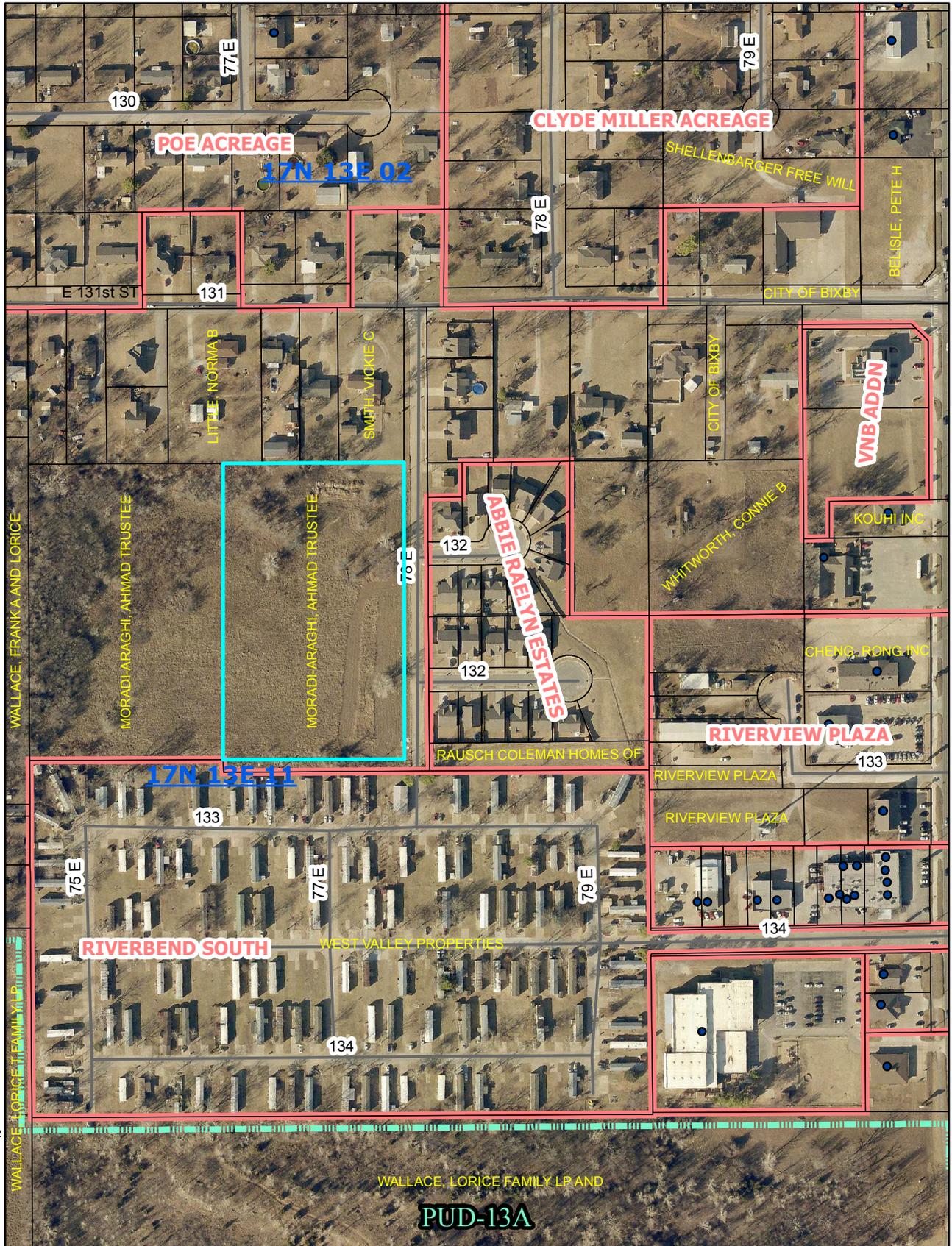
1. Call to Order
2. **Preliminary Plat – “Misty Hollow” – JR Donelson, Inc.** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “Misty Hollow,” approximately 5.65 acres in part of the NE/4 of Section 11, T17N, R13E.
Property located: 13200-block of S. 78th E. Ave.
3. **Final Plat – “The Trails at White Hawk II” – Tulsa Engineering & Planning Associates, Inc.** Discussion and review of a Final Plat for “The Trails at White Hawk II,” approximately 28.613 acres in part of the W/2 SE/4 of Section 15, T17N, R13E.
Property located: North and east of the intersection of 151st St. S. and Hudson Ave.
4. **Preliminary Plat – “The Village at Twin Creeks” – AAB Engineering, LLC.** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “The Villas at Twin Creeks,” approximately 6 acres in part of the W/2 of the W/2 of Section 31, T18N, R14E.
Property Located: 11625 S. Mingo Rd.
5. **V-49 – Candace McNeese.** Discussion and consideration of a request to Close a Drainage/Detention Easement within Lot 2, Block 4, *The Enclave at Legacy*.
Property Located: 10629 S. 91st E. Ave.
6. Old Business
7. New Business
8. Adjournment

Posted By: _____

Date: _____

Time: _____

Preliminary Plat of "Misty Hollow Estates" – JR Donelson, Inc.



- Businesses
- bixby_streams
- Tulsa Parcels 04/15
- WagParcels 04/15
- Tulsa_Subdivision
- WagSubdivision
- WagRoads_Aug2012
- E911_Streets
- PUD
- bixby_s-t-r
- county



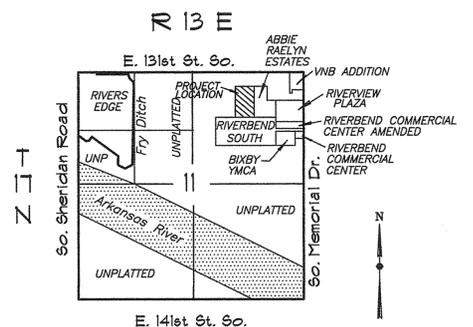
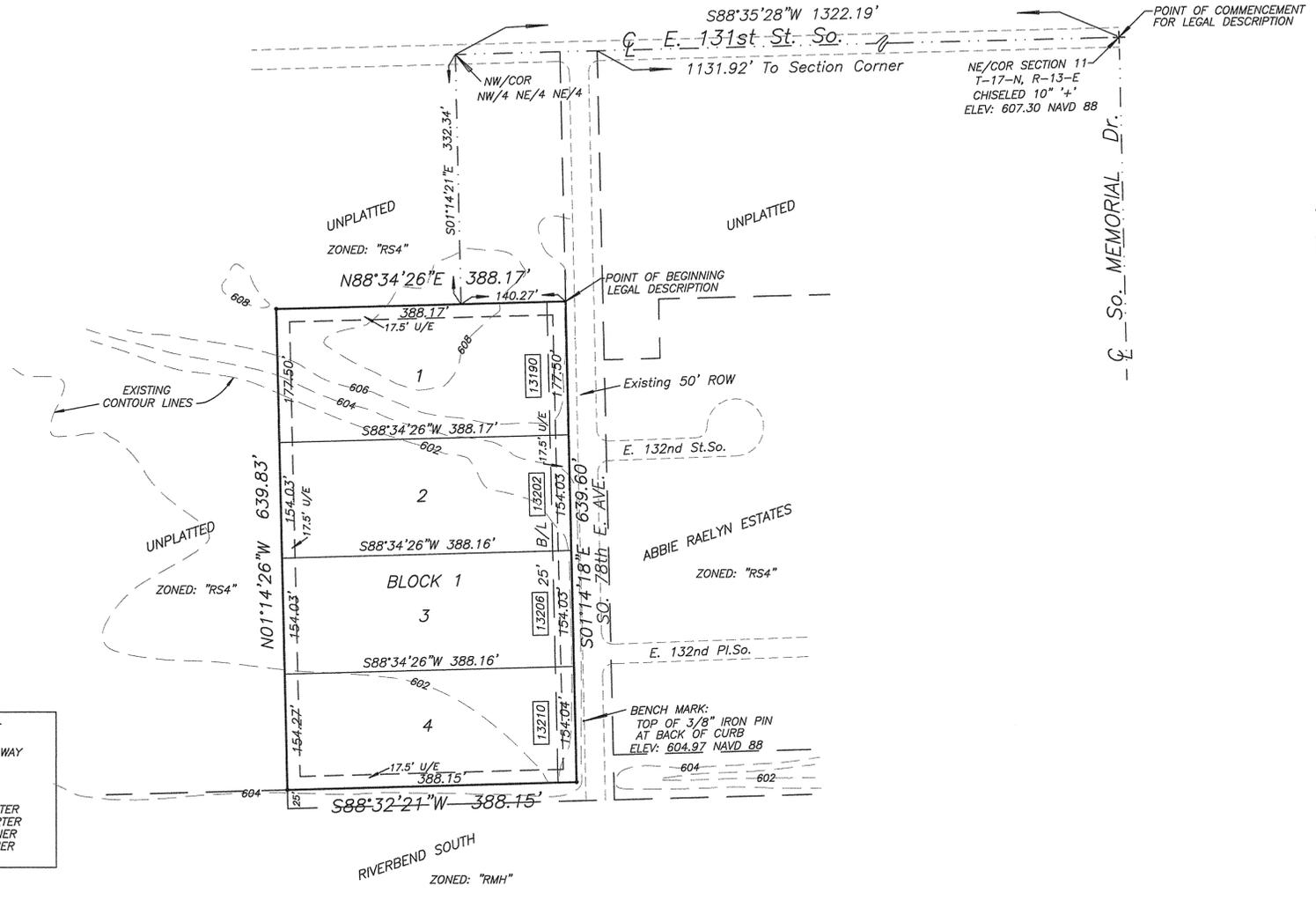
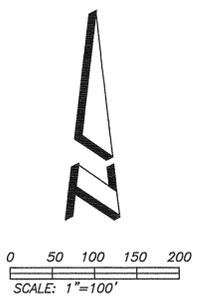
PLAT NO.

ENGINEER/SURVEYOR:
 JR DONELSON, INC.
 12820 SO. MEMORIAL DR.
 OFFICE 100
 BIXBY, OKLAHOMA 74008
 PHONE: 918-394-3030
 C.A. NO. 5611 EXP. DATE: 6-30-17

OWNER:
 AHMAD MORADI-ARAGHI TRUST
 5635 E. 141ST ST. SO.
 BIXBY, OKLAHOMA 74008
 CONTACT: AHMAD MORADI
 PHONE: 918-661-9660

PRELIMINARY PLAT
MISTY HOLLOW ESTATES
 AN ADDITION TO THE CITY OF BIXBY SITUATED IN
 NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4) IN
 SECTION 11, T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA.

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



LOCATION MAP

SCALE: 1" = 2000'
 FILE: 2014\moradi2.dwg

SUBDIVISION CONTAINS:
 Area: 248,312 sf or 5.70 Acres
 NO. LOTS: 4 BLOCKS: 1
 Preparation date: September 15, 2015
 C: Moradi\Moradi-fp.dwg

LOT	BLOCK	ADDRESS	AREA
1	1	13190 So. 78th E. Ave.	68,900sf
2	1	13202 So. 78th E. Ave.	59,789sf
3	1	13206 So. 78th E. Ave.	59,789sf
4	1	13210 So. 78th E. Ave.	59,834sf

CERTIFICATE

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

LEGEND

U/E	UTILITY EASEMENT
B/L	BUILDING LINE
ROW	ROAD RIGHT-OF-WAY
CL	CENTER LINE
13210	ADDRESS
NE/4	NORTHEAST QUARTER
NW/4	NORTHWEST QUARTER
NW/COR	NORTHWEST CORNER
NE/COR	NORTHEAST CORNER

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

This plat meets the Oklahoma minimum
 standards for the practice of Land
 Surveying as adopted by the Oklahoma
 State Board of Registration for
 Professional Engineers and Surveyors.

BENCHMARK:
 Top of 3/8" iron pin, located
 81.05 feet North and 11.49 feet
 East of the Southeast Corner
 of Lot 4, Block 1, Riverbend Four.
 Elevation: 604.97, NAVD88

BASIS FOR BEARINGS:
 The basis for bearings is the North line
 of the NE/4 of the NE/4 of Section 11,
 T-17-N, R-13-E, with an assume
 bearing of S 88°35'28" W

PROPERTY DESCRIPTION

A tract of land situated in a part of the N/2 of the NE/4, Section 11,
 T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of
 Oklahoma, being more particularly described by Charles K. Howard, LS 297,
 as follows, to-wit:

Commencing at the Northeast Corner of the NE/4 of Section 11, T-17-N,
 R-13-E, thence with an assumed bearing S 88°35'28" W and along the
 North line of the NE/4 of the NE/4 a distance of 1322.19 feet to the
 Northwest Corner of the NW/4 of the NE/4 of the NE/4; thence
 S 01°14'21" E a distance of 332.34 feet; thence N 88°34'26" E a distance
 of 140.27 feet to the Point of Beginning;

Thence S 01°14'18" E a distance of 639.60 feet; thence S 88°32'21" W
 a distance of 388.15 feet; thence N 01°14'26" W a distance of 639.83 feet;
 thence N 88°34'26" E a distance of 388.17 feet to the Point of Beginning
 and containing 5.70 acres, more or less.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
MISTY HOLLOW ESTATES

KNOW ALL MEN BY THESE PRESENTS:

The Ahmad Moradi-Araghi Trust, hereafter referred to as "Declarant", is the Owner of the following described property.

A tract of land situated in a part of the N/2 of the NE/4, Section 11, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by Charles K. Howard, LS 297, as follows, to-wit:

Commencing at the Northeast Corner of the NE/4 of Section 11, T-17-N, R-13-E, thence with an assumed bearing S 88°35'28" W and along the North line of the NE/4 of the NE/4 a distance of 1322.19 feet to the Northwest Corner of the NW/4 of the NE/4, thence S 01°14'21" E a distance of 332.34 feet; thence N 88°34'26" E a distance of 140.27 feet to the Point of Beginning;

Thence S 01°14'18" E a distance of 639.60 feet; thence S 88°32'21" W a distance of 388.15 feet; thence N 01°14'26" W a distance of 639.83 feet; thence N 88°34'26" E a distance of 388.17 feet to the Point of Beginning and containing 5.70 acres, more or less.

and the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots and blocks in conformity with the accompanying plat and have designated the same as "MISTY HOLLOW ESTATES", an Addition to the City of Bixby, Tulsa County, State of Oklahoma.

"AHMAD MORADI-ARAGHI TRUST" shall be referred to in this Deed of Dedication as "Owner/Developer".

The Ahmad Moradi-Araghi Trust, hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

The Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I
DEFINITIONS

1. "Declarant" shall mean and refer to Ahmad Moradi-Araghi Trust, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development and the rights of the Declarant reserved herein are transferred by an express assignment of such rights in a recorded deed.

2. "Lot" shall mean and refer to any plot of land designated as a residential lot upon any recorded subdivision plat of the Properties.

3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

4. "Home" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

5. "Properties" shall mean and refer to Lots shown on the recorded subdivision plat of "Misty Hollow Estates" and (in the sole discretion of Declarant) Lots shown on a recorded subdivision plat dedicated by Declarant, its written designee, successors and assigns of realty situated in the North Half of the Northeast Quarter (N/2 NE/4) of Section 11, Township 17 North, Range 13 East, Tulsa County, Oklahoma.

ARTICLE II
SECTION 1. UTILITIES, EASEMENTS, ELECTRIC, GAS, WATER,
SEWER SERVICE AND COMMUNICATIONS.

A. UTILITY EASEMENTS

The Undersigned owner does hereby dedicate to the public use forever, the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements for purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all utility easements, shown on said plat, for the purposes of furnishing sanitary sewer services to the area included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

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

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

The City of Bixby or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground sewer facilities. The foregoing covenants concerning sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of the lot agrees to be bound hereby.

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

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

1. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the South and East boundary of the addition as shown on the attached plat. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

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

3. Except for buildings on lots described in paragraph 1 above, which may be served from overhead electric service lines, underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot, provided that upon that the installation of such a service cable or a natural gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or natural gas main to the service entrance on the building.

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

5. The owner of each lot in the Subdivision shall be responsible for the protection to the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

D. SURFACE DRAINAGE

1. Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements.

2. No property owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby.

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

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

E. OWNER RESPONSIBILITY WITHIN EASEMENTS.

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

ARTICLE III
USE RESTRICTIONS AND PROPERTY RIGHTS

Section 1. 1 The Lots and Homes shall be occupied and used as follows:

(a) Each Home shall be situated on a single Lot and shall be used as a private dwelling, and for no other purpose, except such temporary uses as shall be permitted by Declarant while the Properties are being developed and Homes are being sold by Declarant; provided, however, that Declarant reserves the right, for itself for a period of five (5) years from recordation hereof or until all homes are sold, whichever shall first occur, to carry on normal sales activity on the Properties, including the operation of models and a sales office, which may be located within a Home, as Declarant may elect from time to time.

(b) No sign, billboard or advertisement or other sign of any kind shall be displayed to the public view on or from any Lot without the approval of the Association, except such signs as may be used by the Declarant in connection with the development of the project and the initial sale of the Lots and Homes. House For Sale Signs may be used as needed by Lot Owner. All such signs must be approved by the Declarant.

(c) No animals of any kind shall be raised, bred or kept on any Lot or in any Home, except that dogs, cats or other household pets may be kept kept subject to rules and regulations Adopted by the Declarant.

(d) No Owner shall permit or suffer anything to be done or kept upon the premises which will increase the rate of insurance on any building, or on the contents thereon, or which will increase the rate of insurance on any building, or on the contents thereon, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will any owner commit or permit any nuisance on the premises. Without limiting the generality of the foregoing, no speaker, horn whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security devices, shall be located, installed or or maintained upon the exterior of any Home or upon the exterior of any other improvements constructed upon any Lot.

(e) There shall be no structural alteration, construction or removal of any perimeter fence or other structure without the approval of the Declarant as set forth in Article III hereof and upon such consent, such alteration, construction or removal shall be in accordance with the rules and regulations of the City of Bixby or any other regulatory authority having jurisdiction there over.

(f) No garage or outbuilding erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(g) No Owner, guest, tenant, invitee or person shall park, store or keep any vehicle except wholly within the parking area designated therefore. No Owner shall park, store or keep any vehicle within any area designated for guest parking. No Owner shall park, store or keep any large commercial type vehicle (dump truck, cement mixer truck or gas truck, etc.), or any recreational vehicle (camper unit, motor home, trailer, boat trailer mobile home or other similar vehicles), boats over twenty (20) feet in length or any vehicle other than a private passenger vehicle upon any uncovered parking space. The above excludes pick-up and camper trucks up to and including three-quarter (3/4) ton when used for everyday transportation. No Owner of a Lot shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Lot, including the garage spaces, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

(h) The rights of Declarant in these Restrictions may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Development, as developer, by an express assignment incorporated in a recorded deed or other instrument transferring such interest to such successor.

(i) No Owner shall install or cause to be installed any television or radio antenna or other similar electronic receiving device on any portion of the exterior of any building in the Properties. No Owner shall install or cause to be installed any wind generators on any Lot. No solar collectors shall be installed on any Lot without the prior written approval of the Association.

(j) No exterior lighting, emanating from a Lot, shall be directed outside the boundaries of the Lot.

(k) With the exception of a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease a Home for transient or hotel purposes. No Owner may lease less than the entire Home. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(l) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of any utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage.

(m) Except for original construction authorized by Declarant or its designee, no fence or wall of any kind shall be erected, placed or maintained or permitted to remain upon a Lot.

(n) All trash, garbage and refuse stored outside any Home shall be stored in covered receptacles and be regularly removed from the Lots and shall not be allowed to accumulate thereon. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

Section 2.1 Easements for Utilities.

There is hereby reserved to Declarant, or their duly authorized agents and representatives, blanket easements upon, across, over and under all of the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, television antenna systems, security and similar systems, and all utilities, including but not limited to sewer, telephones, gas, and electricity.

Section 3.1 Easement to Declarant.

There is hereby reserved to Declarant and the Association, or their duly authorized agents and representatives, such access easements as are necessary to perform the duties and obligations of the Declarant as are set forth in this Declaration, or in the Bylaws or the Articles.

Section 4.1 Utility and Drainage Easement. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the property.

Section 5.1 Owner's Responsibilities. Except as otherwise provided in this Declaration, all maintenance of the Lots and all improvements, structures, Homes, parking areas, and other improvements with the Lots, shall be the sole responsibility of the Owner thereof who shall perform such maintenance in good order consistent with community wide standards of the Project.

Section 6.1 Minimum Home Area. No Home unit on any Lot shall be constructed with less than eighteen hundred (1,800) square feet of enclosed living area for a one story single family unit and twenty-four hundred (2,400) square feet of enclosed living area for two story family unit, exclusive of open porches, garages or breezeways.

Section 7.1 Home Materials. Material used for the construction of any improvements shall be composed of 75% brick or masonry to the "plate line", of the first floor of the dwelling.

Section 8.1 Roofing Materials. No structure shall be erected, altered or permitted with a roof made from composition, shingle or roll-type granulated surface material. Provided, however, certain high quality composition and existing and future types of synthetic or natural roofing materials such as "Tamko Heritage II with a weathered wood appearance" (or its equivalent) may be used upon written approval of the Declarant.

ARTICLE IV
ARCHITECTURAL COMMITTEE

Section 1. 1. Formation. 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 herein. The architectural committee shall consist of the Declarant, its designees, successors and assigns, until residences have been constructed on all lots.

Section 2.1 Plans. Architectural plans to be submitted and approved in accordance herewith shall include, at a minimum, the following with regard to each improvement to be constructed or situated upon any lot in the subdivision:

- (1) an accurate site plan; and
- (2) an accurate floor plan; and
- (3) all exterior elevations; and
- (4) the composition of all roofing and external building materials.
- (5) The nature, color, kind, shape, height, materials and location.
- (6) No owner shall paint the exterior of any Home or doors with a color of paint or other material that is different from the original color and material.

In the event the Declarant fails to approve or disapprove such color, design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE V
INSURANCE

Section 1. 1. Each Owner of a Home shall acquire, pay for and continuously maintain a policy of property insurance in an amount equal to one hundred percent (100%) of the current replacement cost of the Patio Home, exclusive of land, foundation (excluding slab), excavation and other items normally excluded from coverage, insuring against loss or damage by fire, vandalism, malicious mischief or such other hazard as are covered under standard extended coverage endorsement.

Section 2.1. Severability. Invalidation of anyone of the covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3.1. Amendment. The covenants contained within Article II 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 with Article III, Use Restrictions and Property Use, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of the affected Lot or parcel and approved by the Bixby Planning Commission and the City of Bixby, Oklahoma, and the provisions of such instrument shall be effective from and after the date it is properly executed and recorded. Any remaining covenant may be amended, modified, changed, or canceled only by written instrument signed and acknowledged by the owners of two-thirds (2/3) of the Lots. Provided, however, so long as Declarant, or its designee, owns a Lot, Declarant, or its designee, retains the right, IN ITS SOLE DISCRETION, to: (a) veto any proposed amendments; (b) amend, in its discretion, any covenant or term contained herein (other than in Article II); and (c) file with the Bixby Planning Commission and the City of Bixby such Additional amendments it deems appropriate.

ARTICLE VI
OBLIGATIONS TO MAINTAIN AND REPAIR

Section 1. 1. Subject to the provisions of this Declaration regarding Architectural approval, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Home on the Lot, keeping the same in good condition and making all repairs as they may be required.

ARTICLE VII
GENERAL PROVISIONS

Section 1. 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but violation of anyone or more of the covenants or restrictions contained in this Declaration may be enjoined or abated by Declarant, its successors and assigns, or by an Owner of a Lot in "Misty Hollow Estates" by action of any court of competent jurisdiction, and damages may also be awarded against such violations.

Section 2.1 Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3.1 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Provided, however, so long as Declarant, or its designee, owns a Lot, Declarant, or its designee, retains the right, IN ITS SOLE DISCRETION, to (a) veto any proposed amendments; (b) amend, in its discretion, any covenant, or term contained herein (other than Sections II); and (c) file with the Bixby Planning Commission and the City of Bixby such ADDITIONAL amendments.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this ____ day of _____, 20____.

"Declarant"
Ahmad Moradi-Araghi Trust

By: Ahmad Moradi, Trustee

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Ahmad Moradi, trustee, on behalf of "Misty Hollow Estates".

Notary Commission No. _____
My commission expires: _____ Notary

SURVEYORS CERTIFICATE

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

WITNESS my hand and seal this ____ day of _____, 20____.

Charles K. Howard, RLS #297
CA 5611 Exp.Date 6-30-2017

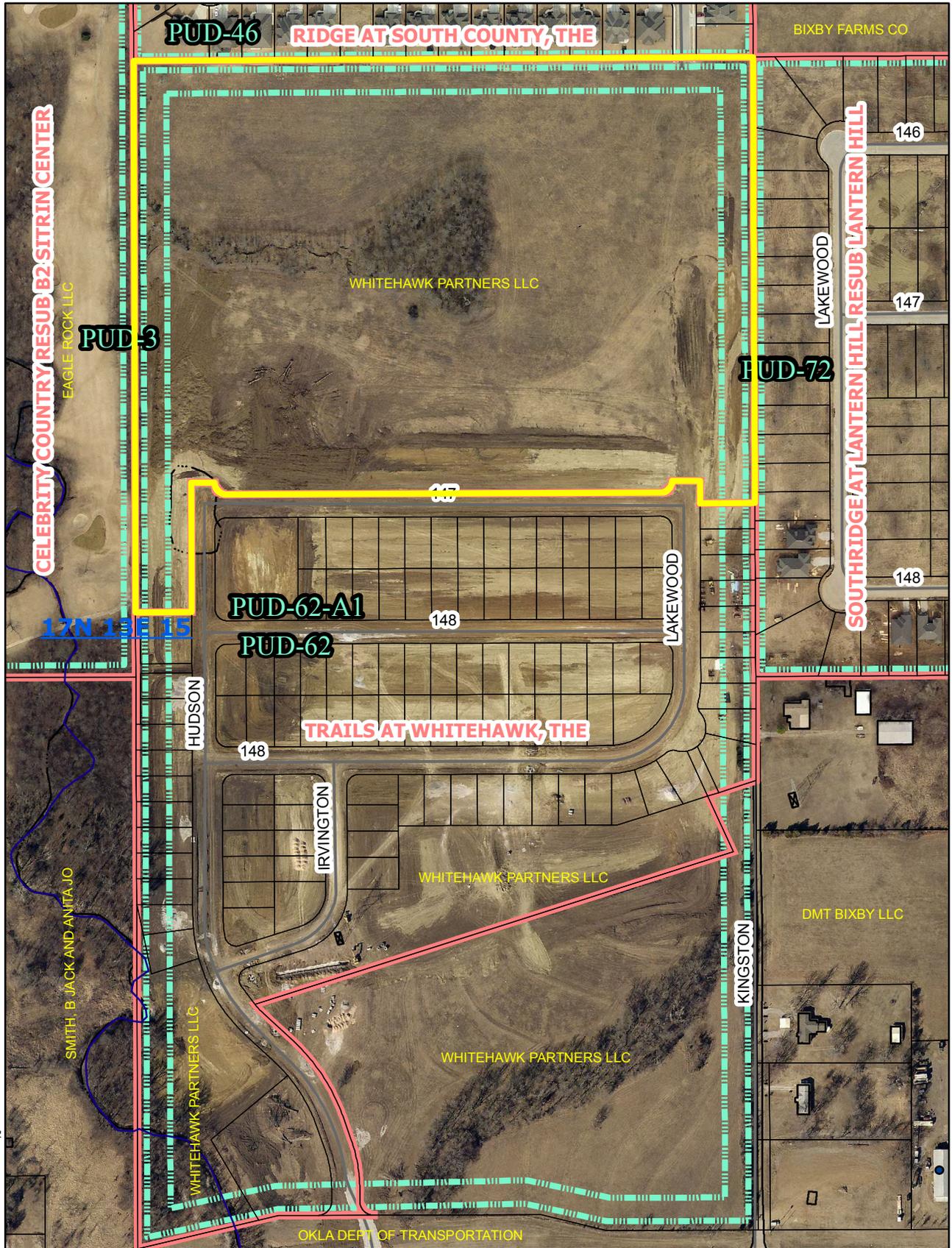
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

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

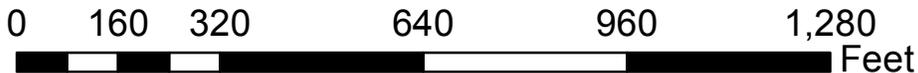
Given under my hand and seal the day and year last above written.

Notary Commission No. _____
My commission expires: _____ Notary

Preliminary Plat of "The Trails at White Hawk II"
Tulsa Engineering & Planning Associates, Inc.



- Businesses
- bixby_streams
- Tulsa Parcels 04/15
- WagParcels 04/15
- ▨ Tulsa_Subdivision
- ▨ WagSubdivision
- WagRoads_Aug2012
- E911_Streets
- ▨ PUD
- ▨ bixby_s-t-r
- county

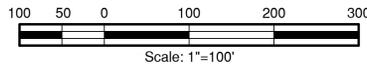


The Trails at White Hawk II

A subdivision in the City of Bixby, being a part of the NW/4 of the SE/4 of Section 15, Township 17 North, Range 13 East, of the Indian Meridian, Tulsa County, State of Oklahoma

OWNER / DEVELOPER

Whitehawk Partners, L.L.C.
an Oklahoma limited liability company
8315 East 111th Street, Suite H
Bixby, Oklahoma 74008
918.481.1285



ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street South, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2017

Legend

B/L = Building Line = Reserve
U/E = Utility Easement = Reserve

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RS 1253" to be set at all lot boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on a recorded plat bearing of N 89°51'20"W along the south line of "The Ridge at South County", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6213, as filed in the records of the Tulsa County Clerk's office.

Benchmark

Chiseled "X" on top of concrete pavement. The South Quarter Corner of Section 15, T-17-N, R-13-E, Tulsa County, State of Oklahoma
Elevation = 657.94 NGVD 1988

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Line Table

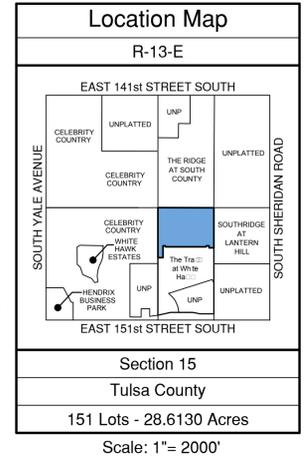
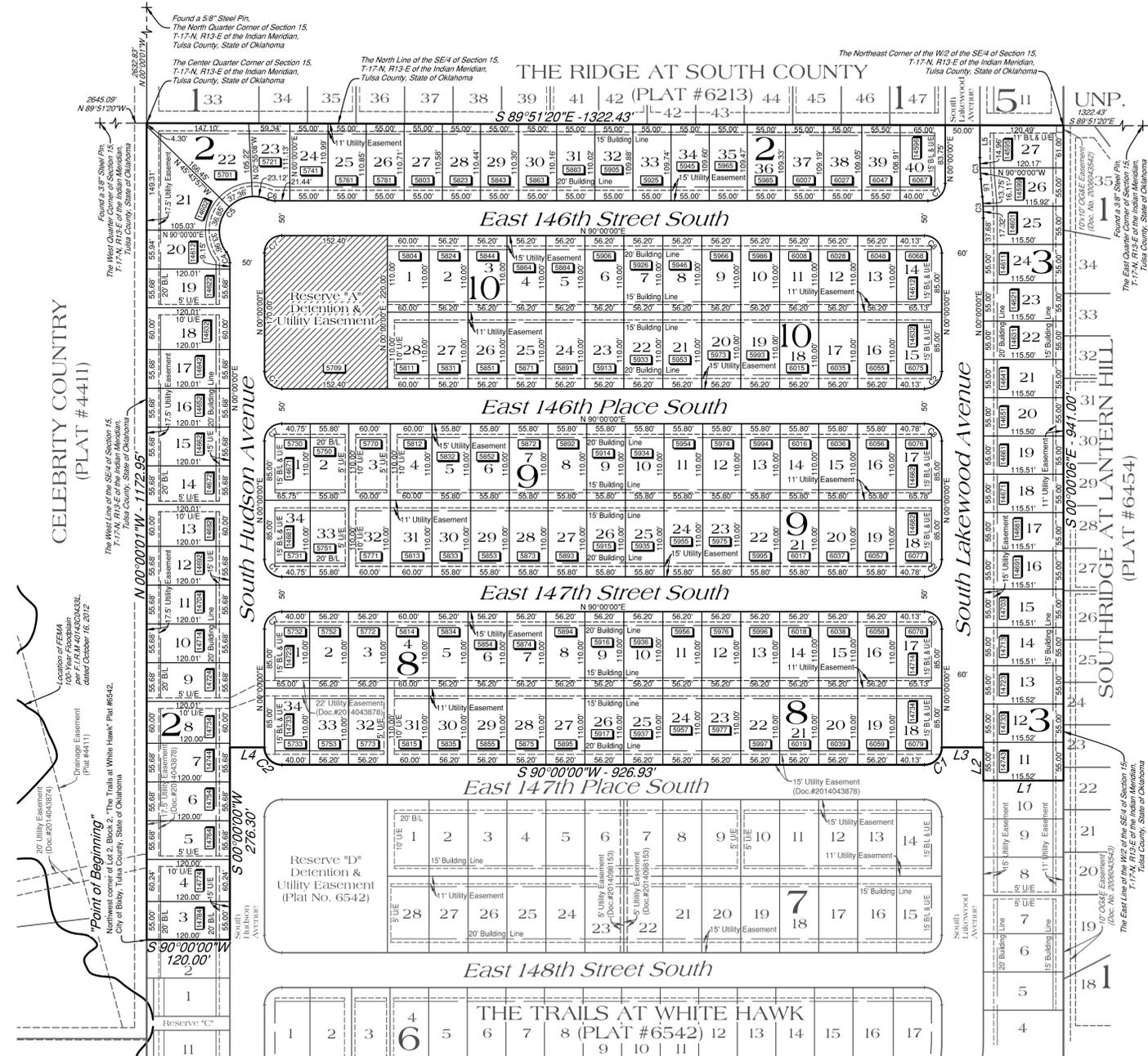
No.	Bearing	Distance	No.	Bearing	Distance
L1	S 90°00'00"W	115.52'	L4	S 90°00'00"W	50.00'
L2	N 00°00'00"E	47.68'	L5	S 00°00'00"E	46.35'
L3	S 90°00'00"W	60.00'	L6	S 05°05'09"E	25.31'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	90°00'00"	25.00'	39.27'	S 45°00'00"W	35.36'
C2	90°00'00"	25.00'	39.27'	N 45°00'00"W	35.36'
C3	05°05'09"	350.00'	31.07'	S 02°32'35"E	31.06'
C4	36°52'51"	25.00'	16.09'	N 18°26'26"W	15.82'
C5	150°27'17"	50.00'	131.30'	N 38°20'47"E	96.69'
C6	23°34'25"	25.00'	10.29'	S 78°12'47"E	10.21'
C7	90°00'00"	25.00'	39.27'	N 45°00'00"E	35.36'
C8	90°00'00"	25.00'	39.27'	S 45°00'00"E	35.36'

Lot Addresses

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



THE TRAILS AT WHITE HAWK II

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Whitehawk Partners, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the NW/4 of the SE/4 of Section 15, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the northwest corner of Lot 2, Block 2, "The Trails at White Hawk", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6542, as filed in the records of the Tulsa County Clerk's office, said point being also on the west line of the SE/4 of Section 15, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 00°00'01"W along the west line of the SE/4 of said Section 15 a distance of 1,172.95 feet to the center quarter corner of said Section 15;

Thence S 89°51'20"E along the north line of the SE/4 of said Section 15 a distance of 1,322.43 feet to the northeast corner of the W/2 of the SE/4 of said Section 15;

Thence S 00°00'06"E along the east line of the W/2 of the SE/4 of said Section 15 a distance of 941.00 feet to the northeast corner of Lot 10, Block 3 in said "The Trails at White Hawk";

Thence S 90°00'00"W along the northerly line of said "The Trails at White Hawk" a distance of 115.52 feet (and continuing along the northerly line of said "The Trails at White Hawk" for the next 8 courses);

Thence N 00°00'00"E a distance of 47.68 feet;

Thence S 90°00'00"W a distance of 60.00 feet to a point of non-tangent curve to the right;

Thence along a non-tangent curve to the right with a central angle of 90°00'00", a radius 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 45°00'00"W and a chord length of 35.36 feet;

Thence S 90°00'00"W a distance of 926.93 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of N 45°00'00"W and a chord length of 35.36 feet;

Thence S 90°00'00"W a distance of 50.00 feet;

Thence S 00°00'00"W a distance of 276.30 feet;

Thence S 90°00'00"W for the final course along the northerly line of said "The Trails at White Hawk" a distance of 120.00 feet to the "Point of Beginning".

Said tract contains 1,246,381 square feet or 28.6130 acres.

The non-astronomic bearings for this plat are based on a recorded plat bearing of N 89°51'20"W along the south line of "The Ridge of South County", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6213, as filed in the records of the Tulsa County Clerk's office.

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into five (5) blocks, one hundred fifty-one (151) lots, one (1) reserve area, and streets and has designated the same as "THE TRAILS AT WHITE HAWK II", an addition to the City of Bixby, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and Utility Easements

The Owner/Developer does hereby grant, donate, convey and dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner/Developer does hereby dedicate to the public the utility easements designated as "U/E" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, manholes and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes 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 accompany plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit properly-permitted drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services may be located within the eastern perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable here 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. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 Underground service cables and gas service lines to all structures which are 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.

1.2.3 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.

1.2.4 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.

1.2.5 The foregoing covenants set forth in this sub-section 1.2 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 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 Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.3.2 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 that 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.

1.3.3 The foregoing covenants set forth in this sub-section 1.3 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.4 Water, Sanitary Sewer, and Storm Sewer Service

1.4.1 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.

1.4.2 Within the utility easement, restricted waterline, sanitary sewer, storm sewer and drainage 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 that would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

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

1.4.4 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, sanitary sewer, or storm sewer facilities.

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

1.5 Reservation of Rights and Covenant as to Obstructions

The Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat and to areas outside of the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit properly-permitted drives, parking areas, curbing and landscaping, that does not constitute an obstruction.

1.6 Paving and Landscaping within Easements

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

1.7 Lot Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph 1.7 shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

1.8 Sidewalks

Sidewalks are required along streets designated by and in accordance with City of Bixby subdivision regulations. Required sidewalks shall be constructed in conformance with City of Bixby engineering design standards. The Owner/Developer shall construct required sidewalks along the streets, within reserve areas, common areas and along arterial street frontages of abutting lots having access onto minor streets. Where sidewalks are not constructed by the Owner/Developer, the builder of each lot shall construct the required sidewalk.

1.9 Reserve "A" - Detention Easement Area

1.9.1 The Owner/Developer does hereby dedicate to the City of Bixby, Oklahoma for public use (subject to easements of record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as Reserve "A" (hereinafter referred to as the "Detention Easement Area") for the purposes of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the various lots within "THE TRAILS AT WHITE HAWK II" and from properties not included within "THE TRAILS AT WHITE HAWK II".

1.9.2 Detention, retention and other drainage facilities constructed within the Detention Easement Area shall be in accordance with standards and specifications approved by the City of Bixby.

1.9.3 No fence, wall, building, or other obstruction may be placed or maintained in the Detention Easement Area, nor shall there be any alteration of the grades or contours in such easement area unless approved by the Department of Public Works of the City of Bixby. Properly-permitted recreational equipment and fixtures will be allowed in the Detention Easement Area.

1.9.4 Detention, retention and other drainage facilities shall be maintained by THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC., to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation and THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC. shall provide customary grounds maintenance within the Detention Easement Area in accordance with the following standards:

a. Grass areas shall be mowed (in season) at regular intervals not exceeding four (4) weeks.

b. Concrete appurtenances shall be maintained in good condition and replaced if damaged.

c. The Detention Easement Area shall be kept free of debris.

d. Cleaning of siltation and vegetation from concrete channels shall be performed a minimum of twice yearly.

1.9.5 Landscaping and recreational equipment approved by the City of Bixby shall be allowed within the Detention Easement Area.

1.9.6 In the event THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the Detention Easement Area, the City of Bixby, or its designated contractor, may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost shall be paid by THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC.. In the event the Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Bixby, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each lot within "THE TRAILS AT WHITE HAWK II", provided however, the lien against each lot shall not exceed that lot's prorata portion of the costs. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

SECTION II. RESERVE AREA "A"

2.1 Use of Land

2.1.1 Reserve Area "A"

Reserve Area "A" shall be used for passive and active open space, guest parking, signage, landscaping, walls, fencing, drainage, recreation, overland drainage, stormwater drainage, utilities, sidewalks, and ingress and egress, lighting and is reserved for subsequent conveyance to THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC., as set forth within Section VI hereof.

2.1.2 All costs and expenses associated with Reserve "A", including maintenance of various improvements and recreational facilities will be the responsibility of THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC.

2.1.3 In the event THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC. should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the Reserve "A" and perform such maintenance, and the cost thereof shall be paid by THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC.

2.1.4 In the event THE TRAILS AT WHITE HAWK HOME OWNERS' ASSOCIATION, INC. fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Bixby, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development. Such costs of maintenance shall become a lien on all the residential lots as hereinafter defined, which may be foreclosed by the City of Bixby, Oklahoma.

2.1.5 THE TRAILS AT WHITE HAWK OWNERS' ASSOCIATION INC., shall be responsible for maintenance of Reserve "A".

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "THE TRAILS AT WHITE HAWK II" was submitted as Planned Unit Development No. 62, as provided within Chapter 7 of the Zoning Code of the City of Bixby, Oklahoma as amended and as the same existed on August 13, 2012, and was approved by the Bixby Planning Commission on January 21st, 2008, and by the City of Bixby City Council on February 11, 2008, and

WHEREAS, the Planned Unit Development (PUD) provisions of the Bixby Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved PUD, and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to assure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable by the Owner/Developer, any person owning the lot or a parcel in "THE TRAILS AT WHITE HAWK II", and by the City of Bixby as hereinafter set forth.

3.1 General Standards

The development of "THE TRAILS AT WHITE HAWK II" shall be subject to the Planned Unit Development provisions of the Bixby Zoning Code, as such provisions existed August 13, 2012, or as may be subsequently amended.

3.2 Blocks 2, 3, 8, 9 & 10:

3.2.1 Development Standards: Residential

3.2.1.1 Permitted Uses:
Single Family detached dwellings & customary accessory uses as permitted under RS-3 Zoning regulations except as modified below*.

3.2.1.2 Maximum Number of Dwelling Units: 265 DUs

3.2.1.3 Minimum Lot Area: 6,000 SF

3.2.1.4 Minimum Lot Width:
Standard Lot 55 FT
Cul-de-sac or Irregular Lot 30 FT

3.2.1.5 Maximum Building Height: 48 FT

3.2.1.6 Maximum Accessory Building Height: 35 FT

3.2.1.7 Livability Space per Dwelling Unit: 2,500 SF

3.2.1.8 Minimum Building Setbacks:
Front Yards: 20 FT
Side Yards: 5 FT/5FT
Corner Lot (Not on Arterial): 15 FT
Rear Yard (Not on an arterial): 15 FT

3.2.1.9 Parking:
Two (2) enclosed off street parking spaces per dwelling unit and at least two (2) additional off street parking spaces in driveways.

3.2.1.10 *Accessory Buildings:
Detached accessory buildings, such as a garage, including one living or servants quarters per lot may be permitted on lots with a minimum lot area of 12,000 SF. Any accessory living quarters may include a bath or kitchen provided such quarters may only be occupied by servants or by members of the family related by blood adoption or marriage. Such living quarters must be a part of the accessory garage structure. The living area of any such quarters shall not exceed 1,100 square feet.

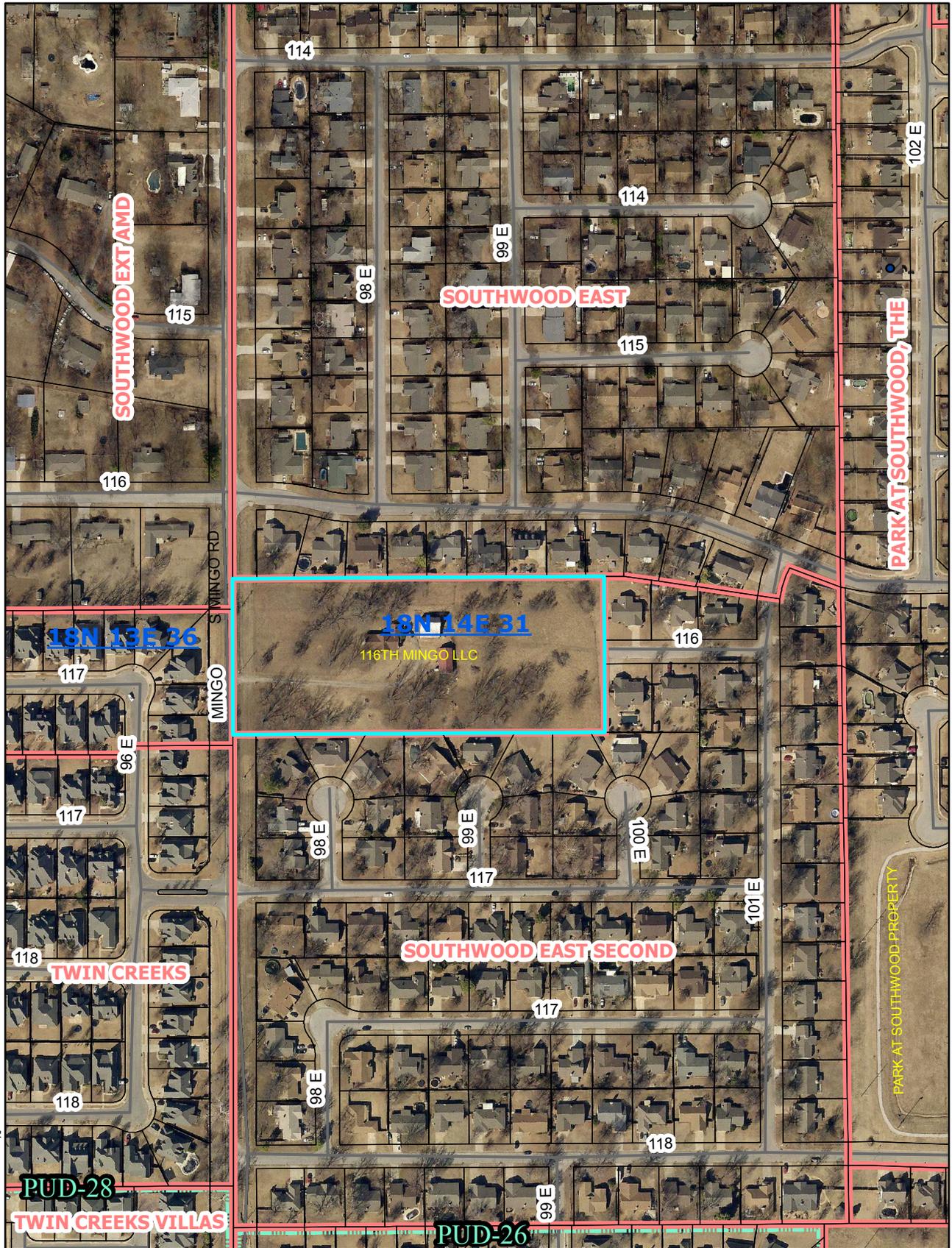
3.3 Access and Circulation

Access shall be provided in substantial conformance with the Preliminary Plat. Sidewalks shall be provided on both sides of all interior streets within the project limits and along the south boundary line abutting East 151st Street South per City of Bixby subdivision regulations and the approved Planned Unit Development.

3.4 Detailed Site Plan Approval and Building Permits

3.4.1 Within Residential Blocks, "THE TRAILS AT WHITE HAWK II", for the purpose of site plan review requirements, the final plat approved by the City of Bixby Planning Commission and City Council shall constitute the required detailed site plan. No building permit shall be issued until the subdivision plat has been processed and approved by the City of Bixby Planning Commission and City Council in compliance with the approved Planned Unit Development and development standards.

Preliminary Plat of "The Village at Twin Creek" – AAB Engineering, LLC



PRELIMINARY PLAT

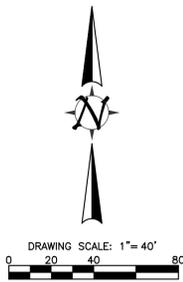
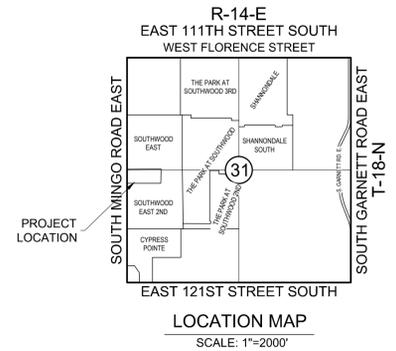
The Village at Twin Creeks

PUD 91

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA BEING A PART OF THE WEST HALF (W/2) OF SECTION THIRTY-ONE (31), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER:
116th MINGO, LLC
11831 E. 121ST STREET
BROKEN ARROW, OK 74011

ENGINEER/SURVEYOR:
AAB ENGINEERING, LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2016
PO BOX 2136
SAND SPRINGS, OKLAHOMA 74063
PHONE: (918) 514-4283
EMAIL: ALAN@AABENG.COM



SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWENTY-TWO (22) LOTS IN 2 BLOCKS AND TWO (2) RESERVE AREAS (5.62 TOTAL ACRES)

BLOCK 1.....2.48 ACRES
BLOCK 2.....2.06 ACRES
RESERVE AREA "A".....0.59 ACRES
RESERVE AREA "B".....0.49 ACRES

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	88°12'27"	25.00'	38.49'
C2	13°46'53"	365.00'	87.79'
C3	22°00'00"	335.00'	128.63'
C4	15°08'45"	365.00'	96.49'
C5	22°33'53"	335.00'	137.78'
C6	41°14'19"	25.00'	17.99'
C7	132°51'22"	44.00'	102.03'
C8	128°19'31"	44.00'	98.53'
C9	68°39'30"	25.00'	29.09'
C10	21°37'09"	365.00'	137.72'
C11	15°08'45"	335.00'	88.56'
C12	22°00'00"	365.00'	140.15'
C13	13°46'53"	335.00'	80.58'
C14	91°47'33"	25.00'	40.05'

SUBDIVISION DATA

BENCHMARK
CHISELED BOX SET ON SOUTHWEST CORNER OF STORM DRAIN MANHOLE ON THE WEST SIDE OF MINGO ROAD.
ELEV=639.94' (NAVD 88)

BASIS OF BEARINGS
ASSUMED BEARING OF THE WESTERLY LINE OF SECTION THIRTY-ONE (31) TOWNSHIP 18 NORTH, RANGE 14 EAST BEING N01°06'06"W

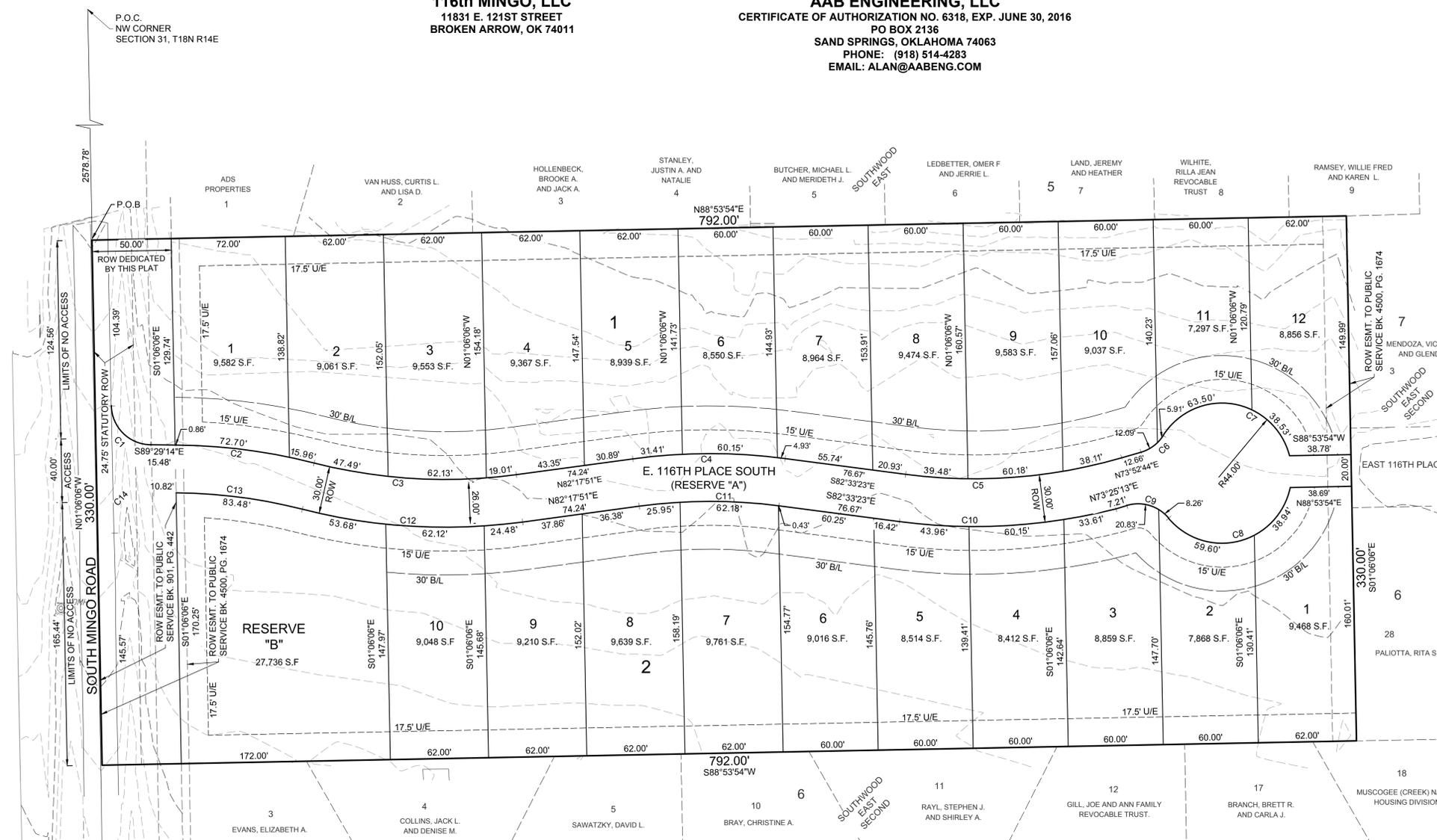
MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6038" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
BK	BOOK
PG	PAGE

FLOODPLAIN

ALL OF THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED) (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FIRM PANEL "4002070451L" DATED OCTOBER 16, 2012.



CONTACTS

MUNICIPAL AUTHORITY CITY OF BIXBY 116 W. NEEDLES P.O. BOX 70 BIXBY, OK 74008	PUBLIC SERVICE COMPANY OF OKLAHOMA 212 E. 6TH ST. TULSA, OK 74119 1-888-216-3523
UTILITY OKLAHOMA NATURAL GAS COMPANY 2319 W. EDISON ST. TULSA, OK 74127 918-834-8000	COX COMMUNICATIONS 11811 EAST 51ST STREET TULSA, OK 74145 918-286-4658
BTC 11134 S. MEMORIAL DR. BIXBY, OK 74104 918-366-8000	

PLAT DATE: MAR. 31, 2016. FILED IN PUBLIC RECORDS AT TULSA COUNTY CLERK'S OFFICE.

The Village at Twin Creeks

PUD 91

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA BEING A PART OF THE WEST HALF (W/2) OF SECTION THIRTY-ONE (31), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER:
116th MINGO, LLC
11831 E. 121ST STREET
BROKEN ARROW, OK 74611

ENGINEER/SURVEYOR:
AAB ENGINEERING, LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2016
PO BOX 2136
SAND SPRINGS, OKLAHOMA 74063
PHONE: (918) 514-4283
EMAIL: ALAN@AABENG.COM

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: 116TH MINGO, LLC, 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 IN SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST; THENCE SOUTH 01°06'00" EAST A DISTANCE OF 2578.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°53'54" EAST A DISTANCE OF 792.00 FEET; THENCE SOUTH 01°06'00" EAST A DISTANCE OF 330.00 FEET; THENCE SOUTH 88°53'54" WEST A DISTANCE OF 792.00 FEET; THENCE NORTH 01°06'00" WEST A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 244.864 SQUARE FEET, 5.62 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 22 LOTS IN 2 BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE VILLAGE AT TWIN CREEKS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE VILLAGE AT TWIN CREEKS" OR THE "SUBDIVISION").

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "THE VILLAGE AT TWIN CREEKS".

SECTION I. UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS
THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT. FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT, THE OWNER 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 OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE
1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
2. WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BIXBY, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. RESERVE 'B' (STORMWATER DETENTION EASEMENT)
1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY & UTILITY EASEMENT DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "RESERVE 'B'" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE 'B' SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE 'B' NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
5. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
6. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
7. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
8. LANDSCAPING, APPROVED BY THE CITY OF BIXBY, OKLAHOMA, SHALL BE ALLOWED WITHIN THE RESERVE 'B'.

9. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.
10. THE OWNER FURTHER DEDICATES ALL PARTS OF RESERVE 'B' AS A UTILITY EASEMENT AS HEREIN DEFINED.

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

D. CERTIFICATE OF OCCUPANCY RESTRICTIONS
NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BIXBY, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BIXBY, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE CITY OF BIXBY, OKLAHOMA MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

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

F. GAS SERVICE
1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

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

H. SURFACE DRAINAGE
EACH LOT WITHIN THE VILLAGE AT TWIN CREEKS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNERS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY.
I. SIDEWALKS
SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BIXBY, OKLAHOMA, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BIXBY ENGINEERING DESIGN STANDARDS

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. GROSS LAND AREA 261,361 SQ. FT. 6.00 AC
B. PERMITTED USES
USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING ORDINANCE WITHIN THE RS-2 DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSARY THERETO.
C. MINIMUM LOT WIDTH 60 FT.
D. MINIMUM LOT AREA 7,500 SF.
E. MAXIMUM NUMBER OF LOTS 22
F. MINIMUM SETBACKS
FRONT YARDS 30 FT.*
REAR YARDS 25 FT.
SIDE YARD (BOTH SIDES) 5 FT.
*MEASURED FROM THE EDGE OF RESERVE AREA 'A'.
G. MAXIMUM BUILDING HEIGHT: 48 FT.
H. RESERVE AREA 'A'
RESERVE AREA 'A' SHALL BE ESTABLISHED BY THE OWNER FOR THE CONSTRUCTION OF PRIVATE STREETS PROVIDING ACCESS TO EACH LOT OWNER AND THEIR INVITEES TO AND FROM SOUTH MINGO ROAD. GATES, FENCING AND LANDSCAPING, INCLUDING ALL APPURTENANCES INCIDENTAL THERETO, SHALL BE ALLOWED WITHIN RESERVE AREA 'A'. PROVIDED ALL SUCH IMPROVEMENTS ARE APPROVED BY THE CITY OF BIXBY PRIOR TO INSTALLATION. RESERVE AREA 'A' SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION WHICH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL IMPROVEMENTS CONTAINED WITHIN THAT RESERVE.
I. RESERVE AREA 'B'
RESERVE AREA 'B' SHALL BE ESTABLISHED BY THE OWNER FOR THE CONSTRUCTION OF A DETENTION FACILITY AND OPEN SPACE PARK. SUCH PARK SHALL BE FOR THE SOLE USE AND ENJOYMENT OF THE LOT OWNERS WITH THE VILLAGE AT TWIN CREEKS AND THEIR INVITEES. ALL STRUCTURES OR IMPROVEMENTS RELATED TO THE DETENTION FUNCTION OF THE FACILITY SHALL BE CONSTRUCTED ACCORDING TO CITY OF BIXBY STANDARDS. LIVABILITY SPACE WITHIN RESERVE AREA 'B' MAY BE ALLOCATED TO ANY LOT OR LOTS WITHIN THE SUBDIVISION. RESERVE AREA 'B' SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION WHICH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL IMPROVEMENTS CONTAINED WITHIN THAT RESERVE.

J. PRIVATE STREETS
ALL STREETS WITHIN THE PUD WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATE. ALL STREETS SHALL BE CONSTRUCTED ACCORDING TO THE CITY OF BIXBY MINOR RESIDENTIAL PUBLIC STREET STANDARDS PROVIDED THAT A MINIMUM RESERVE WIDTH OF 30' WILL BE SUFFICIENT ALONG 116TH STREET SOUTH WITH A MINIMUM RADIUS OF 44' FOR ALL CUL-DE-SACS. STREETS SHALL BE CONSTRUCTED WITH A MINIMUM WIDTH OF 36' FACE OF CURB TO FACE OF CURB AND A MINIMUM RADIUS OF 40' WITHIN CUL-DE-SACS. STREETS MAY BE GATED PROVIDED ALL SUCH GATES MEET THE ACCESS REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL.
K. SCREENING WALLS AND FENCES
INTERIOR FENCING AND/OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCING ALONG MINGO ROAD SHALL BE 6' FEET IN HEIGHT AND CONSIST OF WOOD, MASONRY OR WROUGHT IRON MATERIAL OR A COMBINATION THEREOF.

L. ARCHITECTURAL REQUIREMENTS
ALL HOMES CONSTRUCTED WITHIN THE PUD SHALL HAVE A MINIMUM SQUARE FOOTAGE OF 2,400 SQUARE FEET WITH A MINIMUM FIRST FLOOR SQUARE FOOTAGE OF 2,000 SQUARE FEET. ALL HOMES SHALL BE CONSTRUCTED OF 100% MASONRY (STUCCO, STONE, OR BRICK) TO THE FIRST FLOOR TOP PLATE, EXCLUDING WINDOWS, COVERED PORCHES, AND PATIOS.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT
THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS 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 TULSA OKLAHOMA. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION
THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR IT SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 91 BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK.

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 THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: 116TH MINGO, LLC., HAS EXECUTED THIS INSTRUMENT THIS ____TH DAY OF _____, 2015.

116TH MINGO, LLC.

By: _____
MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____TH DAY OF _____, 2015, BY _____, MANAGER OF 116TH MINGO, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2015
COMMISSION NUMBER: 11010522

CERTIFICATE OF SURVEY

I, ERIC ROLLSTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE VILLAGE AT TWIN CREEKS" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

ERIC ROLLSTON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1761

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____TH DAY OF _____, 2015, PERSONALLY APPEARED ERIC ROLLSTON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2015
COMMISSION NUMBER: 11010522



PUD DATE: Nov-21-2015 2:15 PM FILE: P116TH-VILLAGE AT TWIN CREEKS.PUD

CONCEPTUAL IMPROVEMENTS

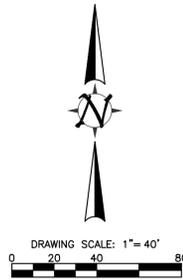
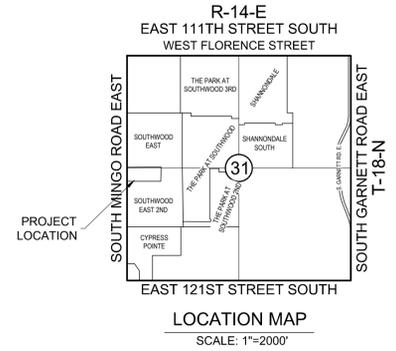
The Village at Twin Creeks

PUD 91

A SUBDIVISION IN TULSA COUNTY, OKLAHOMA BEING A PART OF THE WEST HALF (W/2) OF SECTION THIRTY-ONE (31),
TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN.

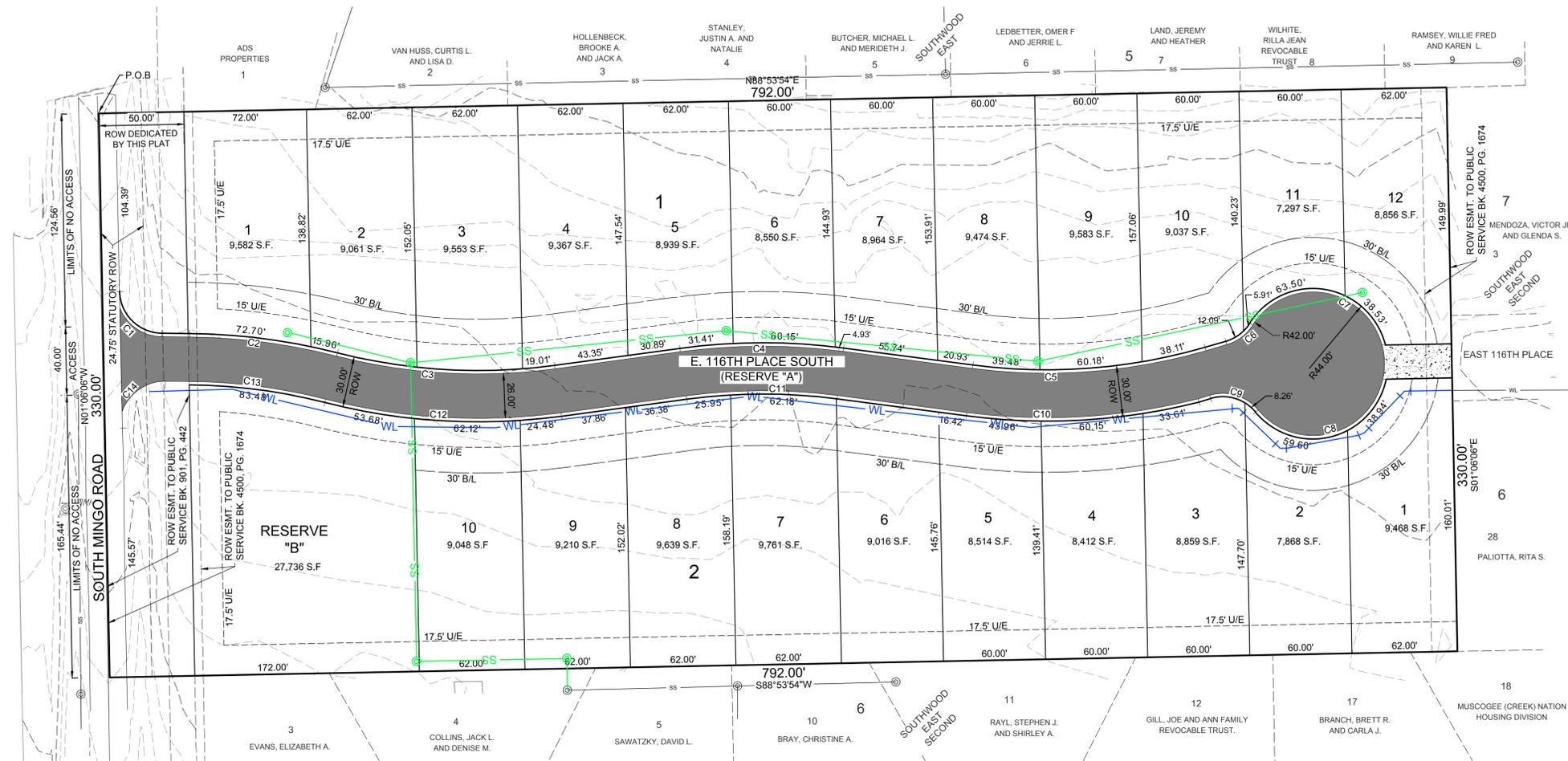
OWNER:
116th MINGO, LLC
11831 E. 121ST STREET
BROKEN ARROW, OK 74011

ENGINEER/SURVEYOR:
AAB ENGINEERING, LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE 30, 2016
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SAND SPRINGS, OKLAHOMA 74063
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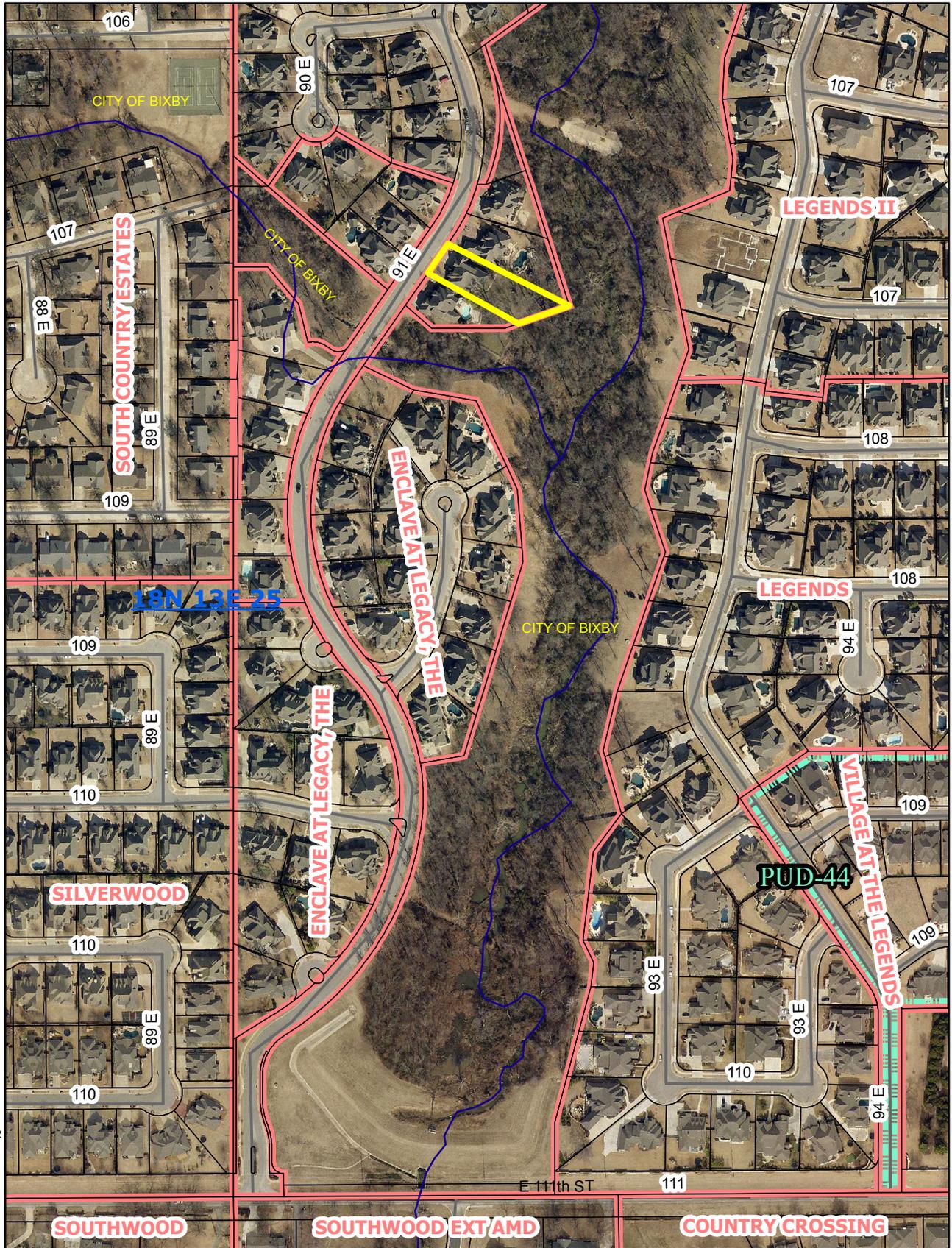


LEGEND

- B/L BUILDING SETBACK LINE
- U/E UTILITY EASEMENT
- BK BOOK
- PG PAGE
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- ESMT EASEMENT
- WL PROPOSED WATER LINE
- SS PROPOSED SANITARY SEWER LINE
- SS EXISTING SANITARY SEWER LINE
- WL EXISTING WATER LINE



V-49 – Candace McNeese



- Businesses
- bixby_streams
- Tulsa Parcels 04/15
- WagParcels 04/15
- Tulsa_Subdivision
- WagSubdivision
- WagRoads_Aug2012
- E911_Streets
- PUD
- bixby_s-t-r
- county



Chris Stephens ERIK McNeese
 I am assisting Brad & Candace
 Please call me at 405-642-9813
 or email me at chris@gunite~~pool~~oftulsa.com
 pools
 if you have any questions
 or need additional information.
 Chris

V-49



Chris Stephens
 918.732.9485
 Chris@betterlawns.net

www.BetterLawns.net

CITY OF BIXBY

SEP 04 2015

RECEIVED



description,

at Legacy
 SUBMITTED INFORMATION

Neese

Ave, Bixby, OK 74133
 0178

Application received by:	DISPOSITION ACTION
Application Date:	Staff Recommendation:
Public Hearing Date:	
Type of Request	City Council:
Comments for Utility Companies	

fee \$200.00 to city of Bixby

APPLICATION FOR VACATION OR CLOSING

NATURE OF REQUEST

Set out below the specifics of your application. Where applicable indicate pertinent uses, distances, dimensions, etc. You should attach any plot plans, photographs and other factual information which will assist the City Council in determining the merits of your application.

Requesting the closing and subsequent vacation of the drainage/retention easement located on Exhibit A. Per the instruction of the city planner, a survey was performed to determine the elevation of the property. If the property was high enough the easement would not be required and could be vacated like our next door neighbor had done.

Legal Description or location:

See attached survey and legal description.

Lot 2 Block 4 The Enclave at Legacy

As applicant what is your interest

- Present Owner
- Purchaser
- Attorney for Owner
- Agent for Owner
- Other

I CERTIFY THAT THE SUBMITTED INFORMATION IS TRUE AND CORRECT

Name

Candace McNeese

Address

10629 S. 91st E. Ave, Bixby, OK 74133

Phone

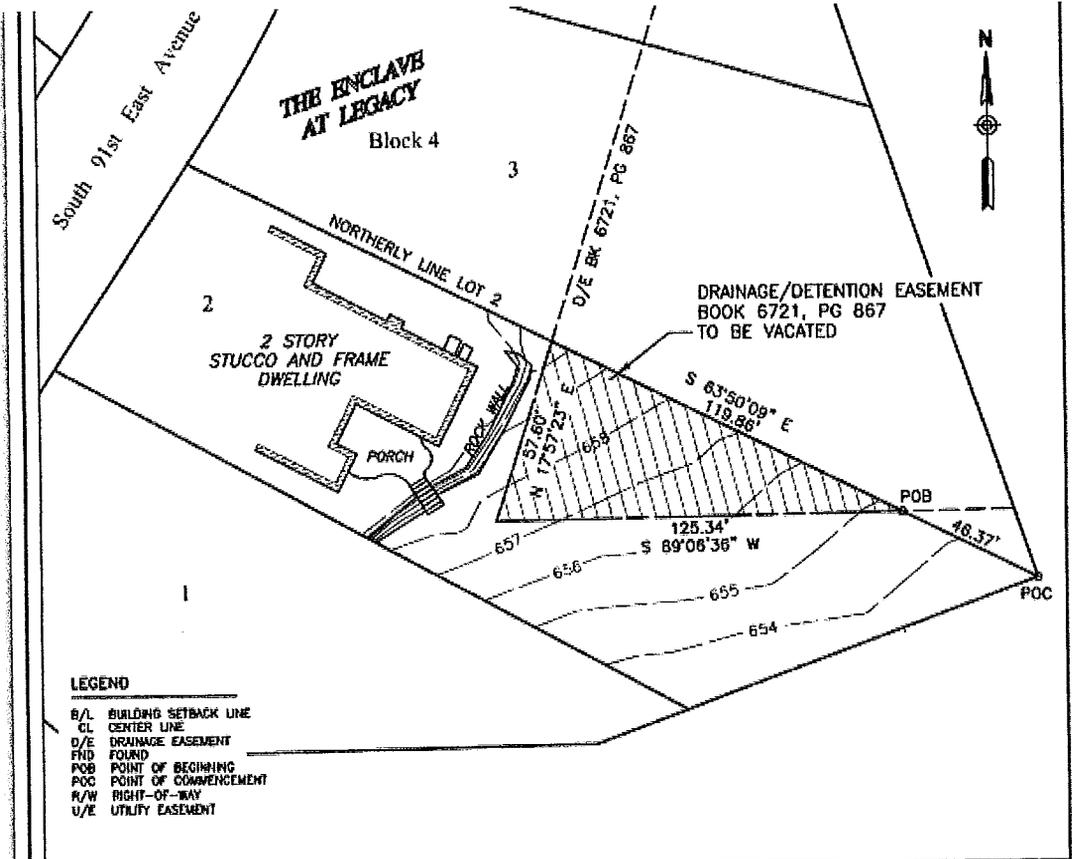
918-728-0178

FOR INTERNAL OFFICE USE

Application received by:	DISPOSITION ACTION
Application Date:	Staff Recommendation:
Public Hearing Date:	
Type of Request	City Council:
Comments for Utility Companies	

fee \$200.00 to city of Bixby

Exhibit A



NOTES

1. THE BEARING BASIS FOR THIS SURVEY IS THE PLATTED BEARINGS OF THE ENCLAVE AT LEGACY.
2. THE ELEVATION DATUM FOR THIS SURVEY IS NAVD83.
3. THE LOWEST LOT ELEVATION ON THIS LOT IS 653.2 FEET AT THE NORTHEASTERLY CORNER.

LEGAL DESCRIPTION

A PART OF THE DRAINAGE DETENTION EASEMENT RECORDED IN BOOK 6721 AT PAGE 867, CONTAINED IN LOT 2, BLOCK 4, THE ENCLAVE AT LEGACY, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NUMBER 5692, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE N 83°50'09" W ALONG THE NORTHERLY LINE OF LOT 2 A DISTANCE OF 46.37 FEET TO THE POINT OF BEGINNING; THENCE S 89°08'36" W A DISTANCE OF 125.34 FEET; THENCE N 17°57'23" E A DISTANCE OF 57.60 FEET TO A POINT ON SAID NORTHERLY LINE LOT 2; THENCE S 63°50'09" E A DISTANCE OF 119.86 FEET TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

WE, ROYCE LAND SURVEYING, P.C., HEREBY STATE THAT THIS DRAWING REPRESENTS A SURVEY PERFORMED UNDER OUR DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AT THIS DATE. THE ABOVE PLAT REFLECTS ALL INSTRUMENTS PROVIDED AT THE TIME OF SURVEY, NO OPINION IS VERSED AS TO THE OWNERSHIP OF FENCES OR OTHER APPURTENANCES ON SAID PROPERTY.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.



SIGNATURE: *Michael Royce*

Royce

DATE: 09/01/15

SURVEYED BY	PROJECT	DATE
MAR	14063	08/28/15
DRAWN BY	SCALE	DATE
VLC	1"=40'	09/01/15

Land Surveying, P.C.
 CERTIFICATE OF AUTHORIZATION NUMBER: 5270
 EXPIRATION DATE: 08/30/2017
 12324 EAST 86TH STREET NORTH #238
 OWASSO, OK 74055
 PH 918-376-9327 mike@royceland.com

PREPARED FOR: GANDACE MCNEESE	
DRAWING NAME	REVISION
14063-PLAT	