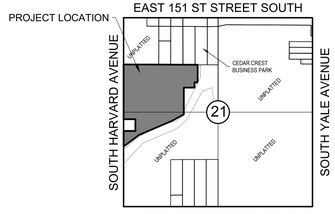
FINAL PLAT

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288



LOCATION MAP
SCALE: 1"=2000'

DRAWING SCALE: 1" = 100'
0 50 100 200

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
FL/E	FENCE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS
D/E	DRAINAGE EASEMENT

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012



SUBDIVISION STATISTICS

SUBDIVISION CONTAINS EIGHTY-SIX (86) LOTS IN SEVEN (7) BLOCKS AND SEVEN (7) RESERVE AREAS.
(73.18 TOTAL ACRES)

BLOCK 1	15.47 ACRES - 24 LOTS
BLOCK 2	8.20 ACRES - 12 LOTS
BLOCK 3	8.00 ACRES - 13 LOTS
BLOCK 4	6.24 ACRES - 11 LOTS
BLOCK 5	6.89 ACRES - 11 LOTS
BLOCK 6	7.00 ACRES - 12 LOTS
BLOCK 7	1.56 ACRES - 3 LOTS
RESERVE A	1.46 ACRES
RESERVE B	3.29 ACRES
RESERVE C	0.23 ACRES
RESERVE D	1.63 ACRES
RESERVE E	0.47 ACRES
RESERVE F	1.33 ACRES
RESERVE G	1.37 ACRES

SUBDIVISION DATA

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV = 669.04 (NAVD 1988)

BASIS OF BEARINGS

GRID BEARING OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH.

LAND AREA

2,034,023.24 SF± / 46.69 ACRES±

MONUMENTATION

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "AAB CA6318", UNLESS OTHERWISE NOTED.

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 ON IN PLACE OF LEGAL DESCRIPTION.

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BIXBY
116 W. NEEDLES
P.O. BOX 70
BIXBY, OK 74008

UTILITIES

OKLAHOMA NATURAL GAS COMPANY
2319 W. EDISON ST.
TULSA, OK 74127
918-834-8000

PUBLIC SERVICE COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK 74119
1-888-216-3523

BTC
11134 S. MEMORIAL DR.
BIXBY, OK 74104
918-366-8000

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
918-286-4658

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

PLOT DATE: Tue, 22 Mar 2022 FILE: P:\17\21-BIXBY MEADOWS\BIXBY MEADOWS

FINAL PLAT

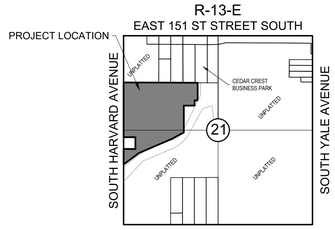
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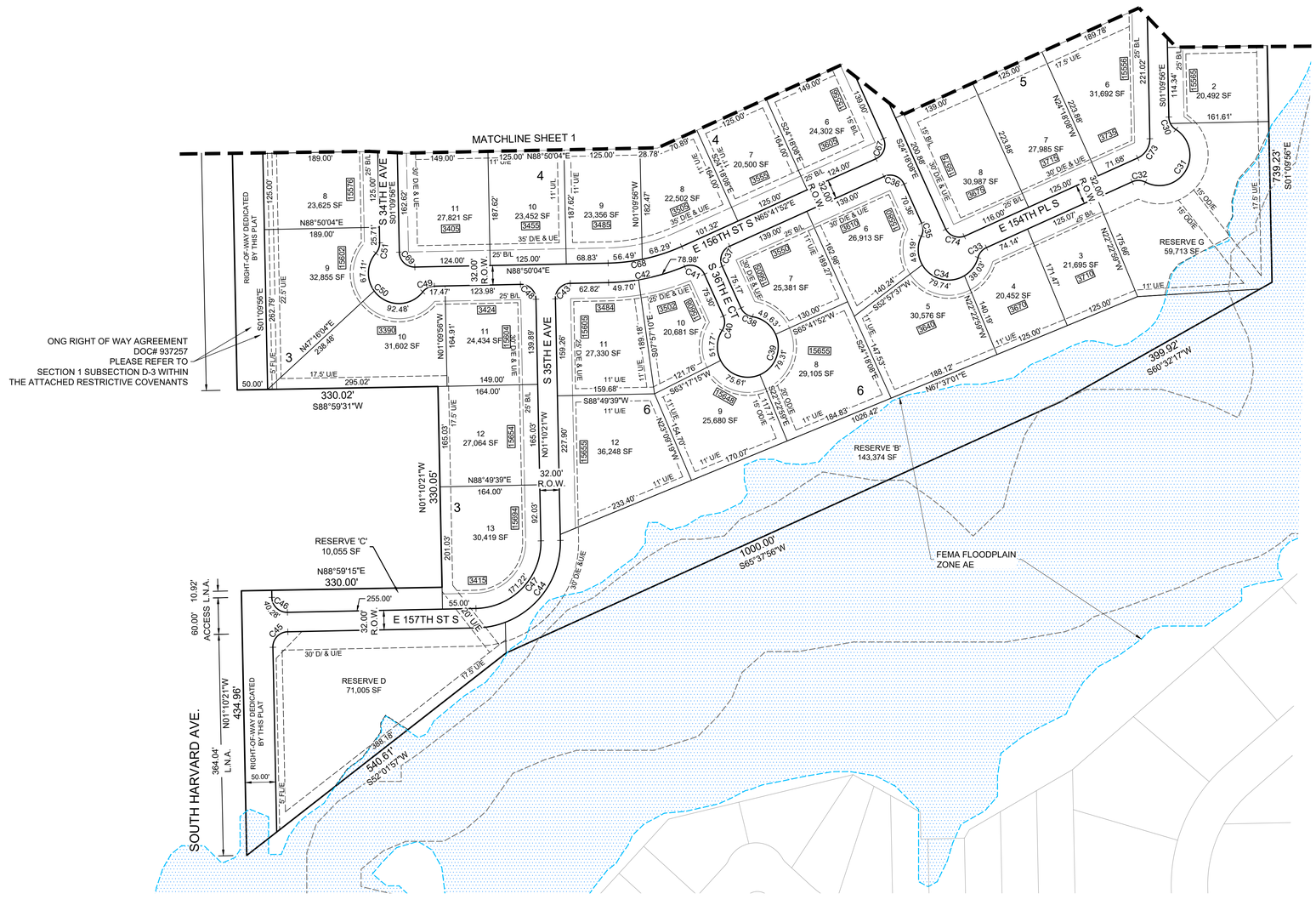
DRAWING SCALE: 1"= 100'
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LOCATION MAP
SCALE: 1"=2000'


MATCHLINE SHEET 1
S 34TH E AVE
S 35TH E AVE
E 156TH ST S
E 154TH PL S
S 36TH E CT
E 157TH ST S
SOUTH HARVARD AVE.
RESERVE 'B' 143,374 SF
RESERVE 'C' 10,055 SF
RESERVE D 71,005 SF
RESERVE G 59,713 SF
FEMA FLOODPLAIN ZONE AE
ONG RIGHT OF WAY AGREEMENT DOC# 937257 PLEASE REFER TO SECTION 1 SUBSECTION D-3 WITHIN THE ATTACHED RESTRICTIVE COVENANTS
RIGHT-OF-WAY DEDICATED BY THIS PLAT
ACCESS L.N.A.
L.N.A.
N88°50'04"E
N88°59'15"E
330.00'
S88°59'31"W
330.02'
N01°10'21"W
330.05'
N01°10'21"W
434.96'
S01°09'56"E
262.79'
N47°16'04"E
238.46'
S60°32'17"W
399.92'
S65°37'56"W
1000.00'
S52°01'57"W
540.61'
S01°09'56"E
739.23'
N67°37'01"E
1026.42'
S65°41'52"E
N65°41'52"W
S24°18'08"E
N24°18'08"W
S52°57'37"W
N22°22'59"W
S63°17'15"W
N63°17'15"W
S88°49'39"W
N88°49'39"E
N01°09'56"W
S01°09'56"E
S88°50'04"W
N01°09'56"W
S01°09'56"E
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S01°09'56"E
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DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

THAT WEST AVENUE INVESTMENTS, LLC, 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:

A TRACT OF LAND IN THE WEST HALF (W/2) OF SECTION TWENTY-ONE (21), 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 AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1324.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-ONE (21) AND THE POINT OF BEGINNING. THENCE NORTH 89°05'18" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2) OF THE NORTHWEST QUARTER, A DISTANCE OF 2069.88 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 446.16 FEET; THENCE SOUTH 17°38'45" WEST A DISTANCE OF 203.48 FEET; THENCE SOUTH 88°50'04" WEST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 739.23 FEET; THENCE SOUTH 60°32'17" WEST, A DISTANCE OF 399.92 FEET; THENCE SOUTH 65°37'56" WEST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 52°01'57" WEST, A DISTANCE OF 540.61 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21); THENCE NORTH 01°10'21" WEST ALONG THE WEST LINE OF SAID SECTION TWENTY-ONE (21), A DISTANCE OF 434.96 FEET; THENCE NORTH 88°59'15" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 01°10'21" WEST, A DISTANCE OF 330.05 FEET; THENCE SOUTH 88°59'31" WEST A DISTANCE OF 330.02 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21), THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 1529.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,187,686 SQUARE FEET OR 73.18 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO EIGHTY SIX LOTS AND RESERVE AREAS "A", "B", "C", "D", "E", "F" AND "G" IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY MEADOWS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT, AND DOES FURTHER 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, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND 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 ANY OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, 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 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, WHICH DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG SOUTH HARVARD AVENUE. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE 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 THE UTILITY EASEMENTS.
2. 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 THE LOT, PROVIDED THAT 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 FIVE 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.
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 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 THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR 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 OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH I.B SHALL BE ENFORCEABLE BY THE 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 SERVICE

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 THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT 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 IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY 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, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE 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, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.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 UTILITY 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 THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF 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 OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. ONG'S EASEMENT(S) RECORDED IN DOCUMENT NO. 937257 REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE DATE RIGHT OF WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT OF WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER 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 PROPERLY PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREA 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. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" OR "FENCE EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF BIXBY MEADOWS HOMEOWNERS ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN BIXBY MEADOWS, WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE AREAS

1. THE USE OF RESERVE AREA A DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA A WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.
2. THE USE OF RESERVE AREA B DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN FLOODPLAIN AREAS.
3. THE USE OF RESERVE AREA C DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.
4. RESERVE AREAS D,E,F AND G ARE HERE RESERVED BY THE OWNER FOR FUTURE PLATS OF RESIDENTIAL LOTS.

I. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH HARVARD AVENUE WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF BIXBY MEADOWS, AND FOR THE PURPOSE OF MAINTAINING COMPATIBILITY OF THE IMPROVEMENTS THEREIN, 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, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

NO BUILDING, STRUCTURE, FENCE, WALL, FREE STANDING MAILBOX SWIMMING POOL, OR CONCRETE DRIVEWAY SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BIXBY MEADOWS LLC, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE" FOR EACH BUILDING OR STRUCTURE, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER THE SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED TO BE A WAIVER OF ANY RESTRICTION.

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 OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL 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 OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE ARCHITECTURAL COMMITTEE'S APPROVAL OF BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLES TO PROSECUTE.

THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION III BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF TULSA COUNTY, STATE OF OKLAHOMA.

THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2029, BE DEEMED TRANSFERRED TO THE ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. FLOOR AREA

DWELLINGS SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA, ONE AND ONE-HALF (1 ½) OR TWO (2) STORY DWELLING SHALL HAVE A MINIMUM 0F 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

C. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL. ALL COMMERCIAL VEHICLES SHALL BE PARKED INSIDE A LOT OWNER'S GARAGE UNLESS PERFORMING REPAIR, CONSTRUCTION OR MAINTENANCE.

D. FOUNDATIONS

THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEMWALLS, SHALL BE OF BRICK, STONE OR STUCCO.

E. MASONRY

SEVENTY-FIVE (75%) OF THE SURFACE OF THE FIRST FLOOR PLATE LINE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO, EXCEPT UNDER COVERED PORCHES AND PATIOS.

F. WINDOWS

VINYL OR WOOD WINDOWS SHALL BE USED, METAL WINDOWS ARE RESTRICTED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE METAL WINDOW RESTRICTIONS SET FORTH IN THIS SUBSECTION.

G. ROOF FLASHING

EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

H. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12, PROVIDED HOWEVER, THAT A SHED ROOF OVER A PORCH OR DORMER SHALL HAVE A ROOF PITCH OF NO LESS THAN 4/12. ALL OTHER ROOF COMBINATIONS WILL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

I. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING CERTAINTEED LANDMARK WEATHERWOOD COLOR COMPOSITION SHINGLES OR EQUIVALENT; PROVIDING HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT DWELLING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

K. OUTBUILDING

OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS, CABANAS, OR DETACHED GARAGES SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED IN A LOCATION ON THE LOT THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD REASONABLY OBSTRUCT THE VIEW OF A WATER FEATURE OR A GREENBELT FROM ANOTHER LOT.

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. INTERIOR FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. WOOD FENCING SHALL BE CAPPED AND HAVE THE SMOOTH SIDE FACING THE STREET. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

N. PERIMETER FENCING

THE OWNER/DEVELOPER SHALL INSTALL PERIMETER FENCING ON NORTH, EAST AND SOUTH PROPERTY LINES OF THE SUBDIVISION. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE FOR SAID FENCING ABUTTING THEIR LOT.

O. ANTENNAS

EXTERIOR TELEVISION, "CB", RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT, SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

PLOT DATE: Tue, 22 Mar 2022 FILE: P:\17321-BIXBY MEADOWS\BIXBY MEADOWS

FINAL PLAT

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

P. LOT MAINTENANCE AND LANDSCAPING

EACH LOT SHALL BE PROFESSIONALLY LANDSCAPED AND FULLY SODDED PRIOR TO OCCUPANCY. EACH LOT SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND, PERMANENT IRRIGATION SYSTEM THAT COVERS THE FULL LOT. EACH LOT SHALL BE REQUIRED TO INSTALL AND MAINTAIN, AT LEAST ONE TREE IN THE FRONT YARD, MINIMUM 2" IN DIAMETER.

THE ASSOCIATION SHALL SELECT A VENDOR FOR YARD MAINTENANCE AS A PORTION OF THE LOT OWNER'S DUES. THE LOT OWNERS AUTHORIZE ANY SUCH VENDOR SELECTED BY THE HOMEOWNER'S ASSOCIATION TO ACCESS THE LOTS IN ORDER TO PERFORM YARD MAINTENANCE AND LANDSCAPING SERVICES. ANY LOT OWNER THAT OPTS OUT OF THIS SERVICE WILL NOT RECEIVE ANY DUES REDUCTION. LOTS THAT OPT OUT OF THIS SERVICE ARE REQUIRED TO MAINTAIN THEIR LOTS TO THE SUBDIVISION STANDARD. NO ADDITIONAL OUTSIDE YARD VENDORS THAT PERFORM SIMILAR YARD MAINTENANCE SERVICES ARE ALLOWED.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, MOTORHOMES AND SIMILAR RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING LOT.

R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED, GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP. ONLY ONE COMMERCIAL TRASH SERVICE AT ANY TIME SHALL BE PERMITTED TO OPERATE WITHIN THE SUBDIVISION. SAID TRASH SERVICE SHALL BE DESIGNATED BY THE BOARD OF THE ASSOCIATION.

S. MAILBOXES

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

T. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER CUSTOMARY HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES. FOR THE PURPOSES OF THIS PARAGRAPH III.T, POT-BELLIED PIGS, PONIES AND KANGAROOS ARE NOT CUSTOMARY HOUSEHOLD PETS.

U. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE, OR MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

V. SIGNAGE

NO SIGN OTHER THAN CUSTOMARY NAME PLATE AND ADDRESS SHALL BE LOCATED ON ANY LOT IN PUBLIC VIEW, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.

W. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS, THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

X. SPORTING EQUIPMENT, PLAY STURCTURES/TRAMPOLINES

NO BASKETBALL GOALS OR OTHER SPORTING EQUIPMENT SHALL BE VISIBLE FROM THE STREET. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT.) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT.) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT.) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

Y. ON STREET PARKING LIMITATIONS

ON - STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON- STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION. COMMERCIAL VEHICLES PERFORMING MAINTENANCE AND REPAIRS SHALL NOT EXCEED 24 HOURS AT ANY ONE PERIOD OF TIME.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION, RESERVE "A & B" AND THE FENCE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BIXBY MEADOWS. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS, STORMWATER DETENTION FACILITIES, FENCE EASEMENT AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, 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, PRIVATE RESTRICTIONS AND SECTION IV, HOMEOWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE RESIDENTIAL LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BIXBY, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER/ DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II OR SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY RESIDENTIAL LOT WITHIN BIXBY MEADOWS AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION II OR SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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 BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY WEST AVENUE INVESTMENTS, LLC DURING SUCH PERIOD THAT WEST AVENUE INVESTMENTS, LLC IS THE OWNER OF AT LEAST 5 RESIDENTIAL LOTS WITHIN BIXBY MEADOWS OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE RESIDENTIAL LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY WEST AVENUE INVESTMENTS, LLC (DURING ITS OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS, THE INSTRUMENT EXECUTED BY WEST AVENUE INVESTMENTS, LLC SHALL PREVAIL DURING THE TIME OF WEST AVENUE INVESTMENTS, LLC'S OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS, 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.

D. SEVERABILITY

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

IN WITNESS WHEREOF, WEST AVENUE INVESTMENTS, LLC HAS EXECUTED THIS INSTRUMENT THE _____DAY OF _____, 2022.

WEST AVENUE INVESTMENTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2022, BY GLENN SHAW, MANAGER OF WEST AVENUE INVESTMENTS, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "BIXBY MEADOWS" A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

REGISTERED LAND SURVEYOR
JAY P. BISSELL
L.S. 1318
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED JAY P. BISSELL, 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 25, 2023
COMMISSION NUMBER: 19011877

BOARD OF LAND SURVEYORS 1907

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2023

PLOT DATE: Tue, 22-Mar-2022 FILE: P:\17\12\1-BIXBY MEADOWS\BIXBY MEADOWS