Tulsa County Clerk - EARLENE WILSON
Doc# 02060467 Pgs 1 B/P 6745/0665-0665
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Fee 30.00
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Final Plat

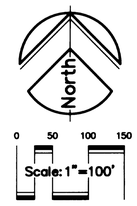
Legacy Park II

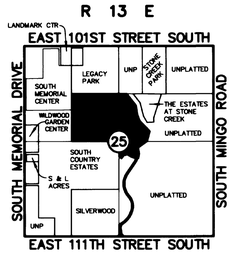
THE SE/4 NW/4 & PART OF THE SW/4 NE/4 & PART OF THE W/2 SE/4
OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

"The Reserve at Legacy" – PUD 27

OWNER:
Legacy Park, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
2217 East Skelly Drive
Tulsa, Oklahoma 74105
Phone: (918)749-1637

SURVEYOR:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S.
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929





Location Map
SCALE: 1"=2000'

SUBDIVISION CONTAINS
TWO-HUNDRED EIGHTEEN(218) LOTS
IN ELEVEN (11) BLOCKS
AND TWENTY (20) RESERVES

GROSS SUBDIVISION AREA: 66.986 ACRES

ACC = ACCESS PERMITTED
B&U = BUILDING LINE & UTILITY EASEMENT
B/L = BUILDING LINE
ESMT = EASEMENT
F/E = FENCE EASEMENT
LNA = LIMITS OF NO ACCESS
SDE = STORM DRAIN EASEMENT
SEP. INSTR. = SEPARATE INSTRUMENT
U/E = UTILITY EASEMENT
D/E =DRAINAGE EASEMENT
RWE =RESTRICTED WATERLINE EASEMENT

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax roll. Security as required has been provided in the amount of $ 45100 per trust receipt no. 3229 to be applied to 2002 taxes.
This certificate is NOT to be construed as payment of 2002 taxes in full but is given in order that this plat may be filed on record. 2002 taxes may explain the status of the security deposit.
Dated this 2 day of May 2002
Dennis Semler
Tulsa County Treasurer
By: Deputy

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State 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 _____, 2001

EARLENE WILSON, Tulsa County Clerk

By: _____ Deputy

FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON 4-22-02
MAYOR / VICE MAYOR
ATTESTED BY THE CITY MANAGER OR CITY CLERK
CITY MANAGER / CITY CLERK

Curve Information

CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)
1	40.10'	25.00'	91°53'40"
2	29.32'	25.00'	67°12'03"
3	157.42'	50.00'	180°23'18"
4	40.48'	25.00'	92°46'33"
5	238.80'	133.00'	102°52'30"
6	31.13'	25.00'	71°20'13"
7	149.70'	50.00'	171°32'56"
8	40.45'	275.00'	8°25'36"
9	30.98'	25.00'	71°00'26"
10	29.18'	160.00'	10°26'58"
11	106.73'	75.00'	81°32'15"
12	40.85'	25.00'	98°12'46"
13	31.74'	25.00'	72°44'48"
14	94.25'	60.00'	90°00'00"
15	32.63'	25.00'	74°47'10"
16	39.27'	25.00'	89°59'48"
17	39.27'	25.00'	90°00'12"
18	38.44'	25.00'	88°05'55"
19	87.03'	235.00'	21°13'09"
20	30.80'	185.53'	10°39'33"
21	39.27'	25.00'	90°00'00"
22	39.46'	25.00'	90°25'46"
23	26.52'	25.00'	60°47'06"
24	109.11'	185.00'	33°47'30"
25	48.11'	25.00'	110°15'03"
26	163.02'	50.00'	186°48'34"
27	18.69'	25.00'	42°50'00"
28	129.33'	50.00'	148°11'53"
29	19.82'	25.00'	45°25'18"
30	64.64'	125.00'	29°37'47"
31	80.84'	45.00'	102°55'56"
32	69.95'	125.00'	32°03'50"
33	45.81'	25.00'	105°00'00"
34	41.24'	25.00'	94°30'23"
35	39.95'	25.00'	91°33'50"
36	21.03'	25.00'	48°11'23"
37	241.19'	50.00'	276°22'48"
38	23.18'	25.00'	53°07'48"
39	146.70'	50.00'	168°06'06"
40	20.50'	50.00'	23°29'15"
41	39.41'	25.00'	90°18'45"
42	93.83'	100.00'	53°45'47"
43	114.62'	75.00'	87°33'42"
44	30.53'	25.00'	69°57'57"
45	32.92'	25.00'	75°26'55"
46	34.58'	175.00'	11°19'18"
47	52.17'	115.53'	25°52'23"

Final Plat

Legacy Park II

THE SE/4 NW/4 & PART OF THE SW/4 NE/4 & PART OF THE W/2 SE/4
OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

"The Reserve at Legacy" – PUD 27

FINAL PLAT
CERTIFICATE OF APPROVAL

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

ON 4-22-02

BY _____
MAYOR – VICE MAYOR

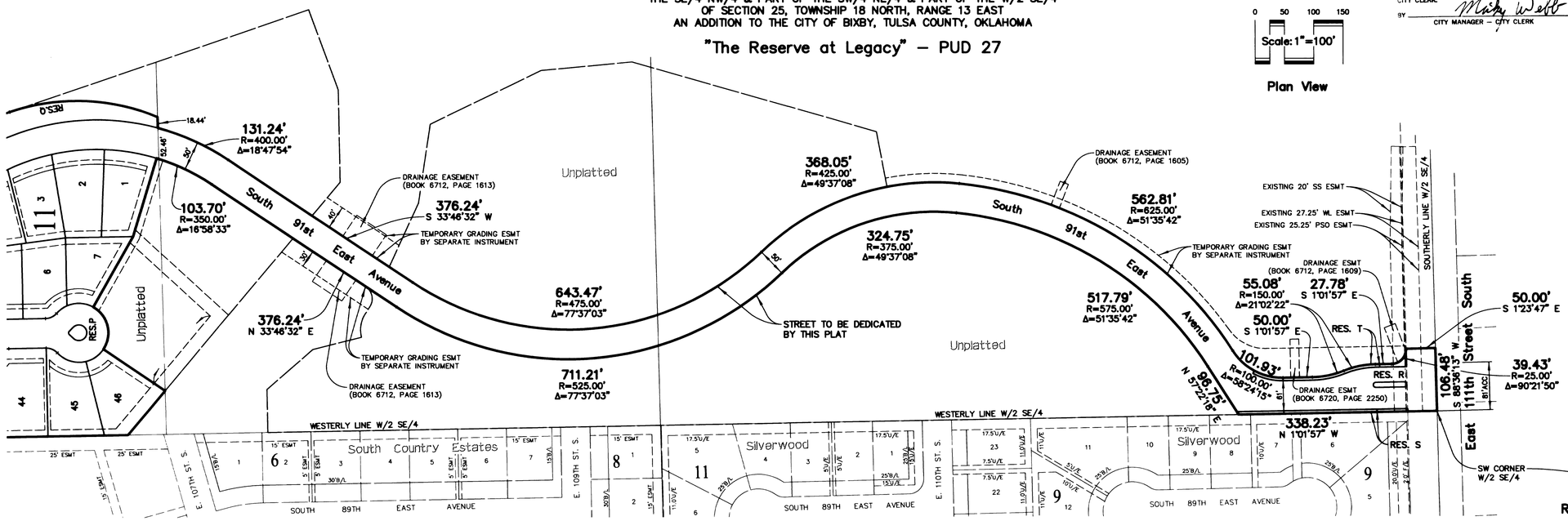
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.

BY _____
CITY MANAGER – CITY CLERK

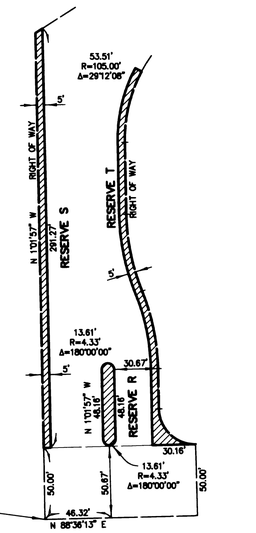
North

0 50 100 150
Scale: 1"=100'

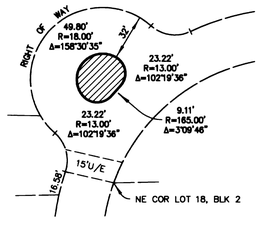
Plan View



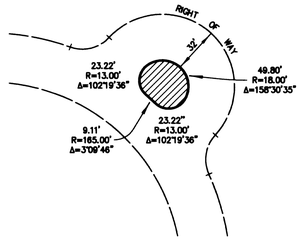
Detail Views



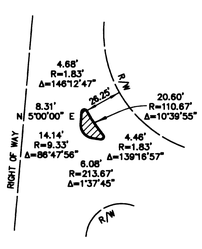
Reserve Area 'R', 'S' & 'T' Detail



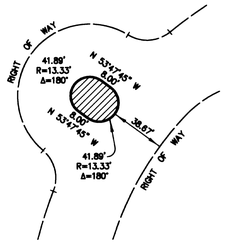
Reserve Area 'C' Detail



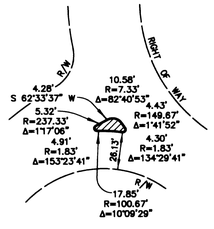
Reserve Area 'B' Detail



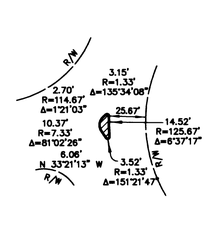
Reserve Area 'M' Detail



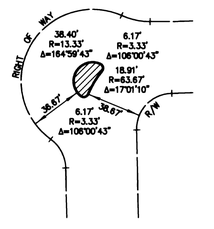
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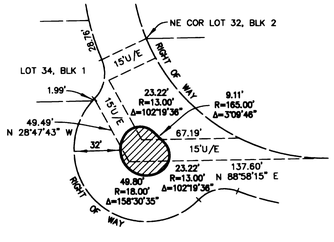
Reserve Area 'J' Detail



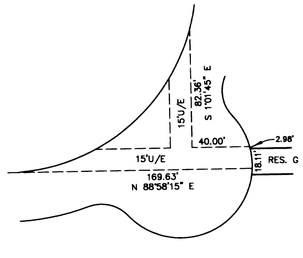
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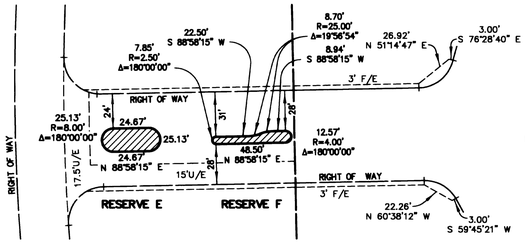


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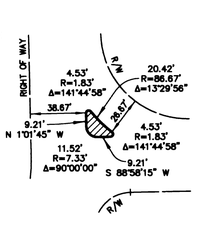


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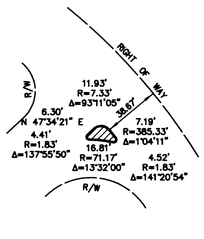




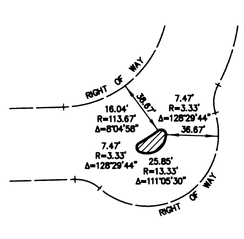
Reserve Area 'E', & 'F' Detail



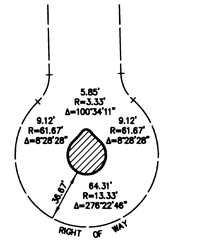
Reserve Area 'H' Detail



Reserve Area 'K' Detail



Reserve Area 'L' Detail



Reserve Area 'P' Detail

dd

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED LEGACY PARK, L.L.C. HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST (NW) CORNER OF SAID SW/4 NE/4; THENCE NORTH 88°30'35" EAST ALONG THE NORTHERLY LINE OF THE SW/4 NE/4, FOR A DISTANCE OF 217.59 FEET TO A POINT; THENCE SOUTH 40°03'23" EAST FOR A DISTANCE OF 418.13 FEET TO A POINT; THENCE SOUTH 10°25'26" EAST FOR A DISTANCE OF 270.51 FEET TO A POINT; THENCE SOUTH 22°37'41" EAST FOR A DISTANCE OF 175.67 FEET TO A POINT; THENCE SOUTH 45°13'56" EAST FOR A DISTANCE OF 401.11 FEET TO A POINT; THENCE SOUTH 14°35'26" WEST FOR A DISTANCE OF 285.29 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SW/4 NE/4; THENCE SOUTH 53°02'09" WEST FOR A DISTANCE OF 316.13 FEET TO A POINT; THENCE SOUTH 19°01'33" EAST FOR A DISTANCE OF 51.08 FEET TO A POINT OF CURVATURE; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 41°56'11", FOR AN ARC DISTANCE OF 256.17 FEET TO A POINT; THENCE SOUTH 88°32'27" WEST FOR A DISTANCE OF 18.44 FEET TO A POINT; THENCE ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 14°58'38" WEST, A CENTRAL ANGLE OF 18°47'54", FOR AN ARC DISTANCE OF 131.24 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33°46'32" WEST FOR A DISTANCE OF 376.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A 475.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 77°37'03", FOR AN ARC DISTANCE OF 643.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 425.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 49°37'08", FOR AN ARC DISTANCE OF 368.05 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 625.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°35'42", FOR AN ARC DISTANCE OF 562.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 100.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 58°24'15", FOR AN ARC DISTANCE OF 101.93 TO A POINT OF TANGENCY; THENCE SOUTH 1°01'57" EAST AND PARALLEL WITH THE WESTERLY LINE OF SAID W/2 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°02'22", FOR AN ARC DISTANCE OF 55.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°02'22", FOR AN ARC DISTANCE OF 55.08 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°01'57" EAST AND PARALLEL WITH SAID WESTERLY LINE, FOR A DISTANCE OF 27.78 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°21'50", FOR AN ARC DISTANCE OF 39.43 FEET TO A POINT; THENCE SOUTH 1°23'47" EAST AND PERPENDICULAR TO THE SOUTHERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE SOUTH 88°36'13" WEST ALONG THE SOUTHERLY LINE, FOR A DISTANCE OF 108.48 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE W/2 SE/4; THENCE NORTH 1°01'57" WEST ALONG THE WESTERLY LINE, FOR A DISTANCE OF 338.23 FEET TO A POINT; THENCE NORTH 57°22'18" EAST FOR A DISTANCE OF 96.75 FEET TO A POINT OF CURVATURE; THENCE ALONG A 575.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51°35'42", FOR AN ARC DISTANCE OF 517.79 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 375.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 49°37'08", FOR AN ARC DISTANCE OF 324.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 525.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 77°37'03", FOR AN ARC DISTANCE OF 711.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°46'32" EAST FOR A DISTANCE OF 376.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A 350.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°58'33", FOR AN ARC DISTANCE OF 103.70 FEET TO A POINT; THENCE NORTH 73°12'01" WEST FOR A DISTANCE OF 138.92 FEET TO A POINT; THENCE NORTH 60°39'06" WEST FOR A DISTANCE OF 138.10 FEET TO A POINT; THENCE ALONG A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 29°20'54" WEST, AN CENTRAL ANGLE OF 94°37'26", FOR AN ARC DISTANCE OF 82.57 FEET TO A POINT; THENCE SOUTH 33°58'20" WEST FOR A DISTANCE OF 125.97 FEET TO A POINT; THENCE NORTH 50°00'00" WEST FOR A DISTANCE OF 98.17 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 1°01'57" WEST ALONG THE WESTERLY LINE, FOR A DISTANCE OF 417.36 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE W/2 SE/4; THENCE SOUTH 88°32'27" WEST ALONG THE SOUTHERLY LINE OF SAID SE/4 NW/4, FOR A DISTANCE OF 1320.80 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SE/4 NW/4; THENCE NORTH 1°01'33" WEST ALONG THE WESTERLY LINE OF THE SE/4 NW/4, FOR A DISTANCE OF 1320.85 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE SE/4 NW/4; THENCE NORTH 88°30'40" EAST ALONG THE NORTHERLY LINE OF THE SE/4 NW/4, FOR A DISTANCE OF 1320.65 FEET TO THE POINT OF BEGINNING.

AND DOES HEREBY CERTIFY THAT OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THE PLAT AND SUBDIVIDED INTO ELEVEN (11) BLOCKS, TWO-HUNDRED EIGHTEEN (218) LOTS, TWENTY (20) RESERVE AREAS, AND STREETS AND HAS DESIGNATED THE SAME AS LEGACY PARK II, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION").

SECTION 1. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS (WHICH ARE NOT INDICATED AS "PRIVATE") 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, 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 POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER AND ITS ASSIGNS HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES, SEWER LINES, STORM SEWER LINES, AND OTHER SERVICES, 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 AND/OR STORM SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH PROPERTY 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 THEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, FENCING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

ALL STREETS SHALL BE GRADED, BASE MATERIAL APPLIED AND SURFACE PAVED IN ACCORDANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY, TO INCLUDE CURBS AND GUTTERS, STREET NAME SIGNS IN PLACE, VISUAL SCREENS ESTABLISHED, UTILITIES AND STREET LIGHTS INSTALLED, AND DRAINAGE STRUCTURES CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER BY THE OWNER, AT HIS EXPENSE, AND IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME HOMES ARE CONSTRUCTED ON EACH LOT AT THE SOLE COST OF THE PROPERTY OWNER.

ALL STREETS, CURBS, AND STORM SEWERS SHALL BE MAINTAINED IN GOOD REPAIR BY THE DEVELOPER FOR A PERIOD OF 2 YEARS AFTER THE DATE OF THE CITY OF BIXBY'S FINAL WRITTEN ACCEPTANCE OF SUCH IMPROVEMENT.

1.1 ELECTRIC TELEPHONE, CABLE TELEVISION AND OTHER SERVICES

1.1.1 ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE.

1.1.2 UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION OF CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF THE SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE. THIS EASEMENT SHALL TERMINATE WHEN SAID SERVICE CABLE IS NO LONGER IN USE BY THE SUPPLIER.

1.1.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED 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 OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.1.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON THEIR PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE 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.

1.1.5 THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

1.1.6 THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.2 WATER AND SANITARY SERVICE

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

1.2.2 THE CITY OF BIXBY, OR ITS SUCCESSORS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

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

1.2.5 ALL WATER, AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE DEVELOPER FOR A PERIOD OF 2 YEARS AFTER THE DATE OF THE CITY OF BIXBY'S FINAL WRITTEN ACCEPTANCE OF SUCH IMPROVEMENT.

1.3 GAS SERVICE

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

1.3.2 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THEIR LOT, AND THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THEIR AGENT OR CONTRACTORS.

1.3.3 THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 STORM SEWER

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

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

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

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

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

1.5 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

SECTION 2. STANDARDS AND RESTRICTIONS

(BLOCKS 1 AND 2)

WITHIN BLOCKS 1 AND 2 OF LEGACY PARK II SUBDIVISION, KNOWN AS "THE RESERVE AT LEGACY PARK", THE FOLLOWING SHALL APPLY:

BLOCKS 1 AND 2 WERE FILED AS A PLANNED UNIT DEVELOPMENT WHICH WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON AUGUST 20, 2001, AND BY THE BIXBY CITY COUNCIL ON AUGUST 27, 2001.

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

2.1 DEVELOPMENT STANDARDS

LAND AREA:

GROSS 20.03 ACRES 872,326 SF

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE RS-3 ZONING DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES PERMITTED IN THE RS-3 DISTRICT.

MAXIMUM NUMBER OF DWELLING UNITS: 86

MINIMUM LOT WIDTH: 55'*

MINIMUM LOT AREA: 6,900 SF

MAXIMUM BUILDING HEIGHT: 26'**

LIVABILITY SPACE PER DWELLING UNIT: 4,000 SF

LAND AREA PER DWELLING UNIT: 8,400 SF***

OFF-STREET PARKING:

AS REQUIRED BY THE APPLICABLE USE IN THE CITY OF BIXBY ZONING CODE.

MINIMUM YARD REQUIREMENTS:

FROM PROPERTY LINE ABUTTING STREET	25 FEET
FROM SIDE PROPERTY LINE	5 FEET
FROM REAR PROPERTY LINE	
LOTS ABUTTING SOUTH AND WEST PROPERTY LINE OF PUD	20 FEET
LOTS NOT ABUTTING SOUTH AND WEST PROPERTY LINE OF PUD	15 FEET

*WHEN A LOT OR PORTION OF A LOT ABUTS A STREET RIGHT-OF-WAY, WHICH CONTAINS A CURVE RADIUS LESS THAN OR EQUAL TO FIFTY (50) FEET, THE LOT WIDTH OF A LOT SHALL BE MEASURED AT THE BUILDING SETBACK LINE.

**BUILDING HEIGHT SHALL BE MEASURED FROM THE AVERAGE GROUND ELEVATION TO THE TOP OF THE TOP PLATE OF THE DWELLING.

***LAND AREA PER DWELLING UNIT SHALL BE MEASURED AS THE LOT AREA PLUS ONE-HALF THE RIGHT-OF-WAY OF THE ABUTTING PRIVATE STREET.

2.2 PRIVATE STREETS AND PRIVATE UTILITIES

2.2.1 THE OWNER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREA DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "PRIVATE STREETS" FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PRIVATE STORM SEWERS AND SAID STREETS.

2.2.2 THE PRIVATE STREETS AND PRIVATE STORM SEWERS SHALL BE FOR THE EXCLUSIVE USE OF THE PROPERTY OWNERS WITHIN BLOCK 1 AND 2, AND THEIR GUESTS OR INVITEES.

2.2.3 GOVERNMENTAL VEHICLES INCLUDING BUT NOT LIMITED TO LAW ENFORCEMENT, FIRE, AMBULANCE SHALL BE PROVIDED THE RIGHTS OF INGRESS AND EGRESS AND USE OF THE PRIVATE STREETS.

2.2.4 UTILITY COMPANY VEHICLES SHALL ALSO BE PERMITTED TO USE THE PRIVATE STREETS SO LONG AS THE USE IS IN CONJUNCTION WITH NECESSARY WORK PERFORMED BY THE UTILITY COMPANY.

2.2.5 THE USE OF ENTRY GATES, STREET LIGHTS, LANDSCAPING, SPRINKLER SYSTEM, LIGHTING SYSTEM, ELECTRICAL SYSTEM AND GUARD HOUSE SHALL BE PERMITTED WITHIN THE PRIVATE STREETS.

2.2.6 ALL MAINTENANCE AND COSTS TO MAINTAIN THE PRIVATE STREETS AND PRIVATE STORM SEWERS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS IN BLOCKS 1 AND 2 ONLY, WHICH SHALL BE ENFORCED AND ADMINISTERED BY THE LEGACY PARK II PROPERTY OWNERS' ASSOCIATION FOR PROPERTY OWNERS WITHIN BLOCKS 1 AND 2.

2.2.7 THE OWNER/DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE STREETS AND PRIVATE STORM SEWERS OF BLOCKS 1 AND 2, AS DEPICTED ON THE ACCOMPANYING PLAT, ARE PRIVATE AND FURTHER ACKNOWLEDGES THE CITY OF BIXBY, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY PRIVATE STREETS OR PRIVATE STORM SEWERS WITHIN SAID BLOCKS 1 AND 2, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION ON ANY PRIVATE STREETS OR PRIVATE STORM SEWERS WITHIN THE SUBDIVISION.

2.2.8 THE OWNER/DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT NO PARKING OF ANY VEHICLE SHALL BE ALLOWED EXCEPT ON ONE SIDE OF THE PRIVATE STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT, AND THERE SHALL BE NO ERECTION OF ANY AERIAL STRUCTURE WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE, POLICE, EMSA, US MAIL, OR PUBLIC WORKS VEHICLES FROM EFFECTIVE USAGE OF THE PRIVATE STREETS, PROVIDED HOWEVER CUSTOMARY SECURITY GATING, WHICH HAS BEEN APPROVED BY THE CITY, MAY BE INSTALLED.

2.2.9 WATERLINES LESS THAN 6" IN DIAMETER AND SANITARY SEWER LINES LESS THAN 8" IN DIAMETER ARE PRIVATE SERVICE LINES AND THE OWNERSHIP, MAINTENANCE, REPAIR, REMOVAL AND/OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS SERVED BY SAID SERVICE LINES.

2.3 PRIVATE STREET STANDARDS

2.3.1 THE OWNER AND DEVELOPER OF LEGACY PARK II AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND, INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND TO THE PROPERTY OWNERS OF "LEGACY PARK II" AS FOLLOWS:

CONSTRUCT THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

A) QUALITY AND THICKNESS SPECIFICATIONS FOR GUTTERS, BASE, AND PAVING MATERIALS TO MEET OR EXCEED THE NOW EXISTING ENGINEERING DESIGN CRITERIA OF THE CITY OF BIXBY.

B) SURFACING WIDTH OF NOT LESS THAN 26' MEASURED FROM BACK-OF-CURB TO BACK-OF-CURB.

C) MOUNTABLE CURBING AND GUTTERING.

2.3.2 ALL PRIVATE STREETS SHALL BE GRADED, BASE MATERIAL APPLIED AND SURFACE PAVED IN ACCORDANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY, TO INCLUDE CURBS AND GUTTERS, STREET NAME SIGNS IN PLACE, VISUAL SCREENS ESTABLISHED, UTILITIES AND STREET LIGHTS INSTALLED, AND DRAINAGE STRUCTURES CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER BY THE OWNER, AT HIS EXPENSE, AND IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME HOMES ARE CONSTRUCTED ON EACH LOT AT THE SOLE COST OF THE PROPERTY OWNER.

2.3.3 BEGINNING TWO YEARS AFTER ACCEPTANCE BY THE CITY OF BIXBY AND THIRTY DAYS AFTER THE INITIAL FORMATION OF THE PROPERTY OWNERS' ASSOCIATION, THE PROPERTY OWNERS WITHIN "THE RESERVE AT LEGACY" (BLOCKS 1 AND 2, LEGACY PARK II) SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE PRIVATE STREETS, PRIVATE STORM SEWERS, CONTROLLED ACCESS GATE AND PRIVATE ENTRYWAY FEATURE, PRIVATE LANDSCAPE FEATURES, DECORATIVE STREET LIGHTS, AND OTHER AMENITIES THAT ARE FOR THE EXCLUSIVE USE AND ENJOYMENT OF "THE RESERVE AT LEGACY" PROPERTY OWNERS. A SINKING FUND FOR DEFERRED MAINTENANCE SHALL BE ESTABLISHED BY "THE RESERVE AT LEGACY" PROPERTY OWNERS, AND PAYMENT TO THE FUND SHALL BE MANDATORY FOR EACH OWNER.

(BLOCK 3 AND 13)

WITHIN BLOCKS 3 THROUGH 13 OF LEGACY PARK II, KNOWN AS "LEGACY PARK II", RS-3 DEVELOPMENT STANDARDS SHALL APPLY AS SET FORTH IN THE CITY OF BIXBY, OKLAHOMA ZONING CODE.

FOR CLARIFICATION, LOT WIDTH IN THE NON-PUD PORTION OF LEGACY PARK II SHALL BE CALCULATED AS DETERMINED BY THE CITY OF BIXBY WHERE LOT WIDTH IS THE AVERAGE DISTANCE OF THE LENGTHS OF THE FRONT AND REAR PROPERTY LINES.

SECTION 3. SURFACE DRAINAGE

3.4 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 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 FINAL PLAT. 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. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

SECTION 7. PROPERTY OWNERS' ASSOCIATION

7.1 PROPERTY OWNERS' ASSOCIATION: THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN LEGACY PARK II (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING, BUT NOT WITHOUT LIMITATION, COMMON AREAS, THE POOL AREA, PRIVATE STREETS, LANDSCAPING, FENCING, RESERVES, PRIVATE STORM SEWERS AND DETENTION FACILITIES, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF LEGACY PARK II.

7.2 MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP SHALL BE MANDATORY AND APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE PROPERTY OWNERS' ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS IN TIME OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

7.3 COVENANT FOR ASSESSMENTS: THE OWNER AND DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE PROPERTY OWNERS' ASSOCIATION DUES AND ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN LEGACY PARK II. ANY ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

7.4 CERTAIN RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER.

SECTION 8. ARCHITECTURAL COMMITTEE

8.1 THE LEGACY PARK II ARCHITECTURAL COMMITTEE IS HEREBY FORMED. LINDSAY PERKINS, BRANDON PERKINS, AND ONE OR TWO OTHER MEMBERS APPOINTED BY THE OWNER AND DEVELOPER WILL INITIALLY BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE IS FORMED TO REVIEW AND CONSIDER FOR APPROVAL PLANS FOR ANY STRUCTURE PRIOR TO IT BEING BUILT IN LEGACY PARK II. THE COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THE PROVISIONS OF SECTIONS 2, 4 AND 8, AND FOR ALL OTHER DEVELOPMENT AND CONSTRUCTION STANDARDS. AT A POINT MUTUALLY AGREEABLE TO THE OWNER AND DEVELOPER AND THE LEGACY PARK II PROPERTY OWNERS' ASSOCIATION, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION. THE ASSOCIATION SHALL ESTABLISH A DULY AUTHORIZED COMMITTEE FROM THE MEMBERSHIP.

8.2 ARCHITECTURAL REVIEW: NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN LEGACY PARK II UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, PLOT PLAN (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING ON THE LOT), ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAS BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS, AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, IT 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 OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE SHALL CEASE ON DECEMBER 1, 2020. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

8.3 LIVING AREA COMPUTATION: THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACE, OR ATTICS. IT SHALL BE MEASURED HORIZONTALLY AT THE TOP PLAT LEVEL FROM OUTSIDE OF FRAME TO THE OUTSIDE OF FRAME. LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES IN HEIGHT, EXCEPT FOR THE SECOND FLOOR WHICH SHALL BE SEVEN FEET SIX INCHES FOR AT LEAST ONE HALF OF THE AREA TO BE INCLUDED. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

8.4 STEM WALLS: CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

8.5 GARAGES:

8.5.1 ENCLOSED GARAGES PROVIDING FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE BUILT ON EACH LOT.

8.5.2 CARPORTS ARE NOT PERMITTED.

8.5.3 GLASS IN GARAGE DOORS IS NOT PERMITTED.

8.5.4 GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY FEET.

8.6 DRIVEWAYS: DRIVEWAYS ARE REQUIRED ON EACH LOT, AND SHALL BE CONSTRUCTED OF ALL WEATHER SURFACE SUCH AS ASPHALT, CONCRETE, BRICK, OR OTHER MASONRY MATERIALS ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE. DRIVEWAYS MUST EXTEND FROM STREET TO GARAGE DOOR OPENING.

8.7 PRE-EXISTING BUILDINGS: NO PRE-EXISTING OR OFFSITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

8.8 OUT BUILDINGS: OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE.

8.9 GARAGE/YARD SALES: GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER PROPERTY OWNER EACH TWELVE (12) MONTH PERIOD UNLESS APPROVED BY THE PROPERTY OWNERS' ASSOCIATION.

8.10 FENCES:

8.10.1 NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH 8.11.4 BELOW.

8.10.2 IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH 8.10.4 BELOW.

8.10.3 FENCES SHALL BE WOOD, BRICK, NATURAL STONE, OR WROUGHT IRON, IF A FENCE IS TO BE PAINTED THE ARCHITECTURAL COMMITTEE SHALL APPROVE THE COLOR, EXCEPT FOR BLACK OR DARK GRAY WROUGHT IRON.

8.10.4 ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3 1/2) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

8.10.5 FENCES MAY NOT EXCEED 6 FEET IN HEIGHT, EXCEPT THAT FENCES ON LOTS 17 THRU 36 IN BLOCK 1 MAY NOT EXCEED 8 FEET ALONG THE REAR PROPERTY LINE (WESTERLY PROPERTY LINE).

8.10.6 NO FENCE SHALL BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THE FENCE SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE.

8.11 SCREENING OF GROUND MOUNTED EQUIPMENT: HVAC, SOLAR HEATING EQUIPMENT, AND POOL EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY OWNERS WITH SUFFICIENT LANDSCAPING OR FENCING.

8.12 ROOF MATERIAL: ROOFS SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 25 YEAR OR GREATER RATING, AND THE COLOR SHALL BE "WEATHERED WOOD". THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON WRITTEN REQUEST ONLY, EXCEPTIONS TO THE ROOF MATERIAL. APPROVAL MAY BE GRANTED WHEN DEEMED APPROPRIATE BY THE COMMITTEE TO RECOGNIZE HISTORICAL ARCHITECTURAL STYLES, OR SIGNIFICANT PHYSICAL CHARACTERISTICS OF A HOUSE PLAN OR BUILDING.

8.13 POOLS: OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. A TEMPORARY CHILD'S WADING OR PLAY POOL IS PERMITTED. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETSCAPE.

8.14 LIGHTING: EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.

8.15 ANTENNAS: OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN SMALL (LESS THAN 20") SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD IT'S VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL.

8.16 ROOF MOUNTED EQUIPMENT: ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL, AIR CONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SATELLITE DISHES.

8.17 RECREATIONAL VEHICLES, BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

8.18 CLEAN LOTS: THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS.

8.19 CLOTHES LINES: NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

8.20 UPKEEP: ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

8.21 SIGNS: NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE". THE ARCHITECTURAL COMMITTEE MAY APPROVE OTHER SIGNS UPON WRITTEN REQUEST.

8.22 MAILBOX: SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN LEGACY PARK II BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN LEGACY PARK II SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 6 FEET FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

8.23 FIREPLACE: FIREPLACE CHIMNEYS FRONTING ON ANY STREET, WHETHER PRE-FAB OR FULL MASONRY, SHALL BE VENEERED WITH BRICK, STONE, OR STUCCO, ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE AN ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP.

8.24 ROOFTOP PROTRUSIONS: SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED FLAT BLACK.

8.25 STORAGE AND MATERIALS: NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITH IN NINE (9) MONTHS. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

8.26 LANDSCAPE: ALL LOTS SHALL BE SODDED AND LANDSCAPED WITHIN 60 DAYS OF OCCUPANCY OR 60 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST.

8.27 PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES IN ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

8.28 IRRIGATION SYSTEMS: EACH PROPERTY OWNER SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND IRRIGATION OR SPRINKLING SYSTEM FOR THE PURPOSE OF PROPERLY IRRIGATING AND WATERING THE TREES AND LANDSCAPING.

8.29 DRAINAGE: EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT THE CITY OF BIXBY. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THEIR LOT IS GRADED IN ACCORDANCE WITH SAID GRADING PLAN. IF IT IS DISCOVERED THAT A LOT HAS NOT BEEN GRADED PROPERLY, THE PROPERTY OWNER WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN.

8.30 RETAINING WALLS: RETAINING WALLS SHALL BE BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

8.31 WASHING OUT OF CONCRETE TRUCKS OR CONCRETE SPILLS: READY MIX CONCRETE TRUCKS MAY WASH OUT ONLY ON THE PROPERTY IN WHICH THE CONCRETE IS BEING USED. PROPERTY OWNERS SHALL BE RESPONSIBLE TO OTHER PROPERTY OWNERS FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT REMAINS ON THEIR LOT. THE INTENDED PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEAN UP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

8.32 GARBAGE: GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM STREET VIEW, EXCEPT WITHIN 24 HOURS OF CURBSIDE COLLECTION.

8.33 SIDEWALKS: IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION TO ESTABLISH A POLICY AND PROCEDURE WHEREBY SIDEWALKS SHALL BE MAINTAINED.

8.34 ELEVATIONS: RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.

8.35 ANIMALS: NO LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

8.36 SIDE YARDS: MINIMUM SIDE YARD SET BACK SHALL BE 5 FEET ON BOTH SIDES (10 FEET BETWEEN HOUSES).

8.37 WINDOWS: IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE, THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

8.38 NOISE: EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENTS' PROPERTY IS NOT PERMITTED.

8.39 SPECIFIC REQUIREMENTS FOR BLOCKS 1 & 2 ("THE RESERVE AT LEGACY"):

8.39.1 RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 7 1/2 OVER 75% OF THE ROOF AREA. A ROOF PITCH OF LESS THAN 4 1/2 IS NOT PERMITTED. UPON WRITTEN REQUEST, THE ARCHITECTURAL COMMITTEE MAY APPROVE EXCEPTIONS TO THIS ROOF PITCH REQUIREMENT.

8.39.2 MASONRY: A MINIMUM OF 66% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS. THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON PRIOR WRITTEN REQUEST, AN EXCEPTION TO THIS PROVISION.

8.39.3 MINIMUM SQUARE FOOTAGE OF LIVING AREA SHALL BE 2100 SQUARE FEET FOR A SINGLE STORY HOME AND 2400 SQUARE FEET FOR A ONE AND ONE-HALF AND TWO STORY HOME.

8.39.4 ALL HOMES TO HAVE FULL GUTTERS AND TIED INTO STREETS AND/OR STORM PIPE IN BLOCK 2.

8.39.5 MINIMUM TREES: IF A LOT IN LEGACY PARK II DOES NOT HAVE A MINIMUM OF 2 EXISTING TREES IN WHAT WILL BE THE FRONT YARD AND 1 EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 3" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE. ONE OF THE TREES IN THE FRONT YARD MAY BE AN ORNAMENTAL VARIETY AND THE 3" CALIPER DOES NOT APPLY TO THAT TREE.

8.39.6 BLOCKS 1 AND 2 ("THE RESERVE AT LEGACY") ARE SPECIFICALLY RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE PRIVATE STREETS, PRIVATE STORM SEWERS, AND ENTRYWAY SYSTEM USED EXCLUSIVELY IN THESE BLOCKS.

8.40 SPECIFIC REQUIREMENTS FOR BLOCKS 3 THRU 11, "LEGACY PARK II":

8.40.1 MINIMUM SQUARE FOOTAGE OF LIVING AREA SHALL BE 2200 SQUARE FEET FOR A SINGLE STORY HOME AND 2700 SQUARE FEET FOR A ONE AND ONE-HALF AND TWO STORY HOME.

8.40.2 RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 8 1/2 OVER 75% OF THE ROOF AREA. A ROOF PITCH OF LESS THAN 4 1/2 IS NOT PERMITTED. UPON WRITTEN REQUEST, THE ARCHITECTURAL COMMITTEE MAY APPROVE EXCEPTIONS TO THIS ROOF PITCH REQUIREMENT.

8.40.3 MASONRY: A MINIMUM OF 66% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.

8.40.4 MINIMUM TREES: IF A LOT IN LEGACY PARK II DOES NOT HAVE A MINIMUM OF 2 EXISTING TREES IN WHAT WILL BE THE FRONT YARD AND 1 EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 3" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE.

8.41 LAW COMPLIANCE: EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, COUNTY, OR LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS REGARDING USE AND OCCUPANCY OF OWNER'S PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING, LAND USE, AND HEALTH AND SAFETY ISSUES.

8.42 LEASING: IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF THE LEGACY PARK II PROPERTY OWNERS' ASSOCIATION, AND THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. THE OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO THE TENANT. THE OWNER SHALL INSURE THAT THE TENANT COMPLIES WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER, DEVELOPER, AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT AND THE ADDRESS AND PHONE NUMBER WHERE THE PROPERTY OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNER'S ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION ON THE PART OF THE TENANT.

8.43 THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WHERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION, AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN LEGACY PARK II OR THE OVERALL APPEARANCE OF THE LEGACY PARK II SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

8.44 THE OWNER AND DEVELOPER OF LEGACY PARK II RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIMES, SO LONG AS IT IS OWNER OF TWO OR MORE LOTS, TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION 8 BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE COUNTY CLERK'S OFFICE AT THE COURT HOUSE OF TULSA COUNTY, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF THE LEGACY PARK II PROPERTY OWNERS' ASSOCIATION, THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS AND CERTIFICATE OF INCORPORATION OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY (60) PERCENT OF THE MEMBERS OF THE ASSOCIATION.

SECTION 9. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION AND SEVERABILITY

9.1 ENFORCEMENT AND DURATION

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

9.2 SEVERABILITY

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

9.3 DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON JANUARY 1, 2000 OR AS SUBSEQUENTLY AMENDED.

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON 4-22-02
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

IN WITNESS WHEREOF, "LEGACY PARK II, L.L.C." HAS EXECUTED THIS INSTRUMENT ON THIS 8 DAY OF May, 2002.

LEGACY PARK, L.L.C.
A LIMITED LIABILITY COMPANY

ATTEST:

BY: _____ BY: _____
PHIL FROHLICH, MEMBER — LINDSAY PERKINS, MEMBER/MANAGER

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 8 DAY OF May, 2002, PERSONALLY APPEARED PHIL FROHLICH TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS [redacted] AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LA