Tulsa County Clerk - EARLENE WILSON
Doc# 04085472 Pgs 1
Receipt # 739788 07/16/04 15:16:04
Fee 30.00
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5792

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY ON May 10, 2004
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

PUD 27

The Village at Legacy

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 SE/4 NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, A RESUBDIVISION OF BLOCKS 1 & 2, OF THE AMENDED PLAT OF LEGACY PARK II AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

ACC = ACCESS PERMITTED
B&U = BUILDING LINE & UTILITY EASEMENT
B/L = BUILDING LINE
ESMT = EASEMENT
F/E = FENCE EASEMENT
U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT

North

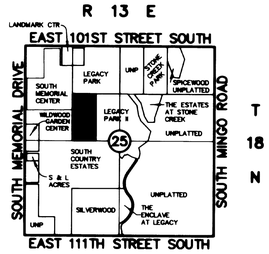
0 30 60 90
Scale: 1"=60'

Curve Information

CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(A)
1	40.10'	25.00'	91°53'40"
2	28.32'	25.00'	67°12'03"
3	157.42'	50.00'	180°23'18"
4	40.46'	25.00'	92°46'33"
5	238.80'	133.00'	102°52'30"

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
SEVENTY-TWO (72) LOTS IN TWO (2) BLOCKS
AND SIX (6) RESERVES

GROSS SUBDIVISION AREA: 20.026 ACRES

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 15,383.00 per trust receipt no. 5812 to be applied to 20 04 taxes. This certificate is NOT to be construed as payment of 20 04 taxes in full but is given in order that this plat may be filed on record. 20 04 taxes may exceed the amount of the security deposit.

Dated June 16, 2004
Dennis Semler
Tulsa County Treasurer
By: _____ Deputy

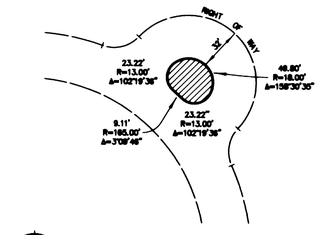
STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }

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.

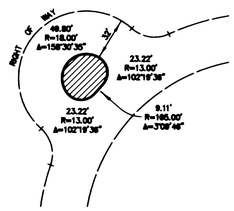
Dated the _____ day of _____ 20__

EARLENE WILSON, Tulsa County Clerk

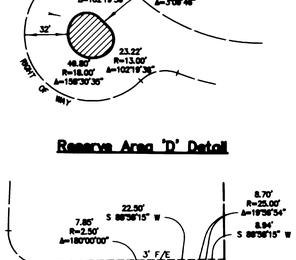
_____ Deputy



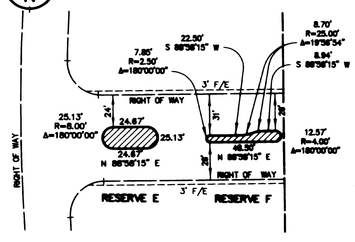
Reserve Area 'B' Detail



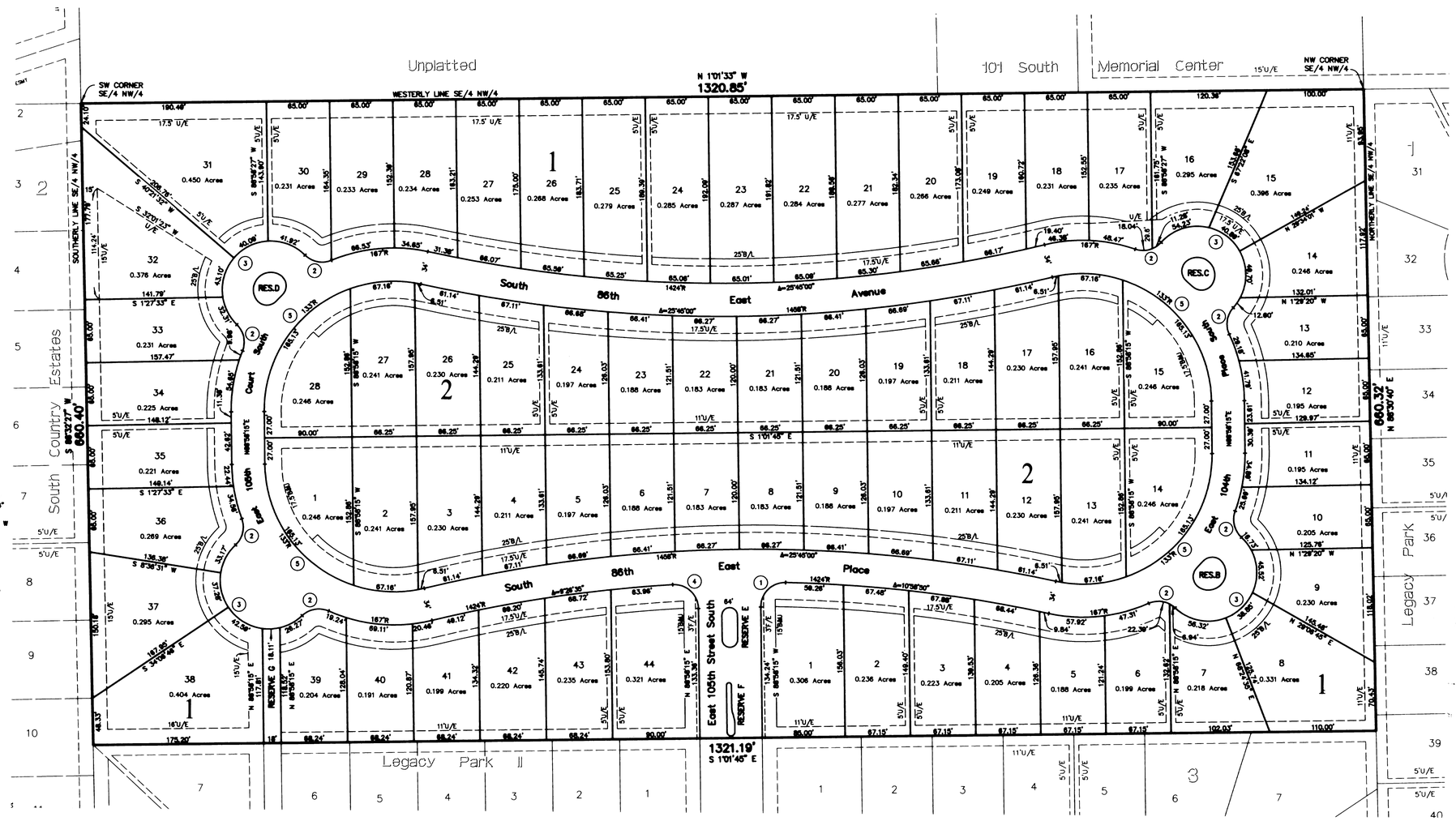
Reserve Area 'C' Detail



Reserve Area 'D' Detail



Reserve Area 'E' & 'F' Detail



DATE OF PREPARATION: 6/28/04

P:\2005\23114\23114PP.DWG, LAYOUT1, 7/2/2004 10:10:01 AM, JBEAN, 1:60, Tanner Consulting, LLC (OK CA No. 2661 Exp. 6/30/05; TA Reg# F-00436?)

FINAL PLAT
CERTIFICATE OF APPROVAL

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

ON 1/19/2004

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

PUD 27

The Village at Legacy

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 SE/4 NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, A RESUBDIVISION OF BLOCKS 1 & 2, OF THE AMENDED PLAT OF LEGACY PARK II AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

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 ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 SE/4 NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP (18) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF (PREVIOUSLY PLATTED AS ALL OF BLOCKS ONE (1) AND TWO (2), WITHIN ACCOMPANYING STREETS AND RESERVES, "AMENDED PLAT OF LEGACY PARK II", AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 5680), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID W/2 SE/4 NW/4; THENCE NORTH 1°01'33" WEST ALONG THE WESTERLY LINE OF THE W/2 SE/4 NW/4, FOR A DISTANCE OF 1320.85 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE W/2 SE/4 NW/4; THENCE 88°30'40" EAST ALONG THE NORTHERLY LINE OF THE W/2 SE/4 NW/4, FOR A DISTANCE OF 660.32 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE W/2 SE/4 NW/4; THENCE SOUTH 1°01'45" EAST FOR A DISTANCE OF 1321.19 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE W/2 SE/4 NW/4; THENCE SOUTH 88°32'27" WEST ALONG THE SOUTHERLY LINE OF THE W/2 SE/4 NW/4, FOR A DISTANCE OF 660.40 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 872,322 SQUARE FEET, OR 20.026 ACRES

AND DOES HEREBY CERTIFY THAT THE OWNER/DEVELOPER HAS CAUSED THE SAME ABOVE DESCRIBED LAND TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THE PLAT AND SUBDIVIDED INTO TWO (2) BLOCKS, SEVENTY-TWO (72) LOTS, SIX (6) RESERVE AREAS, AND STREETS AND HAS DESIGNATED THE SAME AS THE VILLAGE AT LEGACY, A RESUBDIVISION OF BLOCKS ONE (1) AND TWO (2), OF THE AMENDED PLAT OF LEGACY PARK II, AN ADDITION TO 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 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, CABLE TELEVISION FACILITIES OR OTHER SERVICES 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, CABLE TELEVISION FACILITIES AND OTHER SERVICES 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, CABLE TELEVISION FACILITIES AND OTHER SERVICES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICE OR OTHER SERVICES, 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 OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER, 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 STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH STORM SEWER MAINS, SHALL BE PROHIBITED

1.4.2 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.

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

1.4.4 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.

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

1.5 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 THE VILLAGE AT LEGACY, 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.

SECTION 3. SURFACE DRAINAGE

3.1 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO PROPERTY OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO PROPERTY OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF DRAINAGE OF SURFACE STORMWATER FROM THE ORIGINAL APPROVED CONSTRUCTION PLANS ON FILE AT THE CITY OF BIXBY. 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.

3.2 DETENTION FACILITY AND DRAINAGE EASEMENT

3.2.1 THE OWNER/DEVELOPER HAS CONSTRUCTED AN OFFSITE DETENTION FACILITY WHICH IS LOCATED IN AN ADJACENT DRAINAGE EASEMENT TO THE AMENDED PLAT OF LEGACY PARK II AND IS KNOWN AS "LEGACY DETENTION FACILITY". STORMWATER DETENTION FOR LEGACY PARK (PLAT NO. 5354), THE ESTATES AT STONE CREEK (PLAT NO. 5544) AND OTHER DEVELOPMENT AREAS AS DESCRIBED IN THE ASSIGNMENT OF DRAINAGE/DETENTION EASEMENT AGREEMENT "CORRECTED" RECORDED IN BOOK 6721 AT PAGE 0867, SHALL BE PROVIDED IN THE "LEGACY PARK DETENTION FACILITY" AND AS MAY BE FURTHER REQUIRED BY THE CITY OF BIXBY, OKLAHOMA. THE LEGACY PROPERTY OWNERS' ASSOCIATION SHALL PARTICIPATE IN THE MAINTENANCE OF THIS FACILITY, SO LONG AS THE REQUIREMENT FOR THE DETENTION FACILITY EXISTS, ON A PRO- RATA PER LOT SHARE BASIS WITH SUCH OTHER DEVELOPMENTS USING THE DETENTION FACILITY INCLUDING LEGACY PARK, LEGACY PARK II, THE VILLAGE AT LEGACY PARK, THE ESTATES AT STONECREEK AND THE FUTURE DEVELOPMENT PHASES AS PROVIDED IN SUCH ASSIGNMENT. THE CITY OF BIXBY HAS THE RIGHT TO ENFORCE THE COVENANTS IN THIS PARAGRAPH, AND ASSURE COMPLIANCE WITH ALL CITY OF BIXBY, OKLAHOMA ORDINANCES, STANDARDS, AND SPECIFICATIONS REGARDING STORMWATER DRAINAGE EASEMENTS AND DETENTION FACILITIES.

3.2.2 NOTICE OF THE OFFSITE DETENTION FACILITY KNOWN AS "LEGACY DETENTION FACILITY" IS FILED IN BOOK 6186 AT PAGE 1198 AND THE ASSIGNMENT FILED IN BOOK 6721 AT PAGE 0867 OF THE RECORDS OF THE TULSA COUNTY, OKLAHOMA CLERK. STORMWATER FROM LEGACY PARK II RUNS OVERLAND ACROSS A DRAINAGE EASEMENT TO THIS OFFSITE FACILITY. THE VILLAGE AT LEGACY PROPERTY OWNERS' ASSOCIATION SHALL PERPETUALLY PARTICIPATE IN THE COSTS OF MAINTENANCE OF THIS FACILITY, SO LONG AS THE REQUIREMENT FOR THE DETENTION FACILITY EXISTS, ON A PRO-RATA PER LOT SHARE BASIS WITH OTHER DEVELOPMENTS USING THE FACILITY SUCH AS LEGACY PARK, LEGACY PARK II, THE VILLAGE AT LEGACY PARK, THE ESTATES AT STONE CREEK AND THE FUTURE DEVELOPMENT PHASES AS PROVIDED IN SUCH ASSIGNMENT. THE CITY OF BIXBY HAS THE RIGHT TO ENFORCE THIS PROVISION, AND ASSURE COMPLIANCE WITH ALL CITY ORDINANCES, STANDARDS AND SPECIFICATIONS REGARDING THIS DRAINAGE EASEMENT AND STORMWATER DETENTION FACILITY. SO LONG AS THE REQUIREMENT BY THE CITY OF BIXBY FOR THE DETENTION FACILITY EXISTS, THE LEGACY PARK PROPERTY OWNERS' ASSOCIATION SHALL CONTINUE TO BE OBLIGATED TO PAY FOR THEIR PRO-RATA SHARE OF ALL SUCH MAINTENANCE AND THEY SHALL NOT AMEND AUTHORITY, ALTER OR CANCEL THE LEGACY PARK BY-LAWS, CERTIFICATE OF INCORPORATION OR DEED OF DEDICATION AS THEY PERTAIN TO SUCH OBLIGATION.

3.2.3 THE LEGACY PARK DETENTION FACILITY AS REFERENCED ABOVE SHALL BE LIMITED TO USE AS OPEN SPACE. LANDSCAPING AND OTHER IMPROVEMENTS PROPOSED WITHIN THIS DRAINAGE DETENTION EASEMENT SHALL BE APPROVED BY THE CITY OF BIXBY PRIOR TO THEIR INSTALLATION. PUBLIC UTILITIES AS REQUIRED, WILL BE PERMITTED.

3.2.4 ANY PROPOSED CONSTRUCTION WITHIN THE DRAINAGE/DETENTION EASEMENT SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3.2.5 THE LEGACY DETENTION FACILITY SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION 7, AS HEREINAFTER SET FORTH.

3.2.6 THE PROPERTY OWNERS ASSOCIATION OF THE LEGACY PARK, THE AMENDED PLAT OF LEGACY PARK II, THE VILLAGE AT LEGACY, THE ESTATES AT STONE CREEK AND THE FUTURE DEVELOPMENT PHASES AS PROVIDED IN THE ASSIGNMENT SHALL MAINTAIN THE DRAINAGE EASEMENT, INCLUDING THE LEGACY PARK DETENTION FACILITY IN ACCORDANCE WITH AND AS REQUIRED BY, BUT NOT LIMITED TO, THE MAINTENANCE CRITERIA DEVELOPED FOR THIS DRAINAGE EASEMENT BY THE CITY OF BIXBY TO PREVENT EROSION, DEBRIS ACCUMULATION, SILTATION, AND TO INSURE ITS PROPER OPERATION FOR ITS INTENDED PURPOSE.

3.2.7 IN THE EVENT THE LEGACY PARK PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE/DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DRAINAGE/DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID ON A PRO-RATA PER LOT BASIS BY THE PROPERTY OWNERS THAT BENEFIT FROM THE DETENTION FACILITY.

SECTION 4. RESERVE AREAS

THE OWNER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREAS DESIGNATED AS "RESERVE" FOR THE PURPOSES OF CONSTRUCTING CENTER ISLANDS FOR LANDSCAPING (RESERVES B, C & D), THE ERECTION OF ENTRY GATES INTO BLOCK 1 AND 2 (RESERVES E & F), LANDSCAPING AND FENCING ALONG STREET RIGHT-OF-WAY (RESERVES E & F). MAINTENANCE RESPONSIBILITY OF SAID RESERVE AREAS SHALL BE ENFORCED AND MAINTAINED BY THE AMENDED PLAT OF LEGACY PARK II PROPERTY OWNERS' ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE PROPERTY OWNERS' ASSOCIATION.

SECTION 5. LIMITS OF NO ACCESS

5.1 THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

SECTION 6. SIDEWALKS

6.1 INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY PRIOR TO FINAL INSPECTION BY THE CITY OF BIXBY OF THE HOUSE CONSTRUCTION ON THE LOT. SIDEWALKS SHALL BE MAINTAINED IN GOOD REPAIR BY THE PROPERTY OWNER OR PROPERTY OWNERS' ASSOCIATION (SEE 8.33).

SECTION 7. LEGACY PROPERTY OWNERS ASSOCIATION

7.1 LEGACY PROPERTY OWNERS ASSOCIATION: THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED IN CONJUNCTION WITH LEGACY PARK, LEGACY PARK II AND THE ENCLAVE AT LEGACY PARK AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THIS PLAT HEREINAFTER REFERRED TO AS THE "LEGACY 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, LANDSCAPING, FENCING, RESERVES, DETENTION FACILITIES, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS.

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 LEGACY 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 EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE LEGACY 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. ANY ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

DATE OF PREPARATION: 5/12/04

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED.
BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON May 10, 2004
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

PUD 27

The Village at Legacy

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 SE/4 NW/4)
OF SECTION TWENTY–FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN,
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

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 AMENDED PLAT OF LEGACY PARK II ARCHITECTURAL COMMITTEE IS HEREBY FORMED. THE AMENDED PLAT OF LEGACY PARK II ARCHITECTURAL COMMITTEE SHALL OVERSEE THE LOTS UNDER THIS PLAT. LINDSAY PERKINS, BRANDON PERKINS, AND ONE OR TWO OTHER MEMBERS MAY BE 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 UNDER THIS PLAT. 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 AMENDED PLAT OF 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 UNDER THIS PLAT 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 AND MINIMUM SQUARE FOOTAGE: 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. THE 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.

8.4 STEMWALLS: 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 IN WRITING BY THE LEGACY PROPERTY OWNERS ASSOCIATION PRIOR TO THE SALE.

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 8.10.4 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

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 ITS 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, IS NOT 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: EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS IS NOT 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 UNDER THIS PLAT BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS 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 PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEANUP 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 LEGACY 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 ROOF PITCH: 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 TO RECOGNIZE SIGNIFICANT HISTORICAL STYLES.

8.40 MASONRY: A MINIMUM OF 90% MASONRY (BRICK, NATURAL STONE, OR STUCCO) EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS WITH 100% MASONRY REQUIRED ON THE FRONT ELEVATION. THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON PRIOR WRITTEN REQUEST, AN EXCEPTION TO THIS PROVISION.

8.41 GUTTERING: HOMES WITH GUTTERING SHALL DISPERSE WATER IN THE SAME DIRECTION AS THE NATURAL WATER FLOW OF THE LOT. WHENEVER POSSIBLE, GUTTERING SHALL DIRECT WATER TOWARD THE STREET, OR TOWARD A STORM SEWER INLET DESIGNED TO COLLECT SAID WATER. GUTTERING IS REQUIRED FOR ALL HOMES IN BLOCK 2.

8.42 MINIMUM TREES: IF A LOT 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.

8.43 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.

8.44 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 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.

8.45 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 OR THE OVERALL APPEARANCE OF THE 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.

8.46 THE OWNER AND DEVELOPER 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 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, AND TERMINATION

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 ANY OWNER, 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 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.

IN WITNESS WHEREOF, "LEGACY PARK, L.L.C." HAS EXECUTED THIS INSTRUMENT ON THIS 30th DAY OF June, 2004.

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

ATTEST: BY:

BY: ITS MEMBER/MANAGER, LINDSAY PERKINS DEVELOPMENT, LLC AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
D. LINDSAY PERKINS, MANAGER

BY: ITS MEMBER/ASSOCIATE MANAGER, PERKINS REAL ESTATE, LLC AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
BRANDON PERKINS, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30 DAY OF June, 2004, PERSONALLY APPEARED D. LINDSAY PERKINS, MANAGER OF LINDSAY PERKINS DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, SUCH LIMITED LIABILITY COMPANY IN TURN ACTING IN IT'S CAPACITY AS MANAGER OF AND ON BEHALF OF LEGACY PARK, L.L.C., ANOTHER OKLAHOMA LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY OFFICIAL SIGNATURE AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE LAST WRITTEN.

3/12/07
03003423
MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

JANE T. SHOTWELL NOTARY PUBLIC # 03003423 EXP. 3/12/07 IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30 DAY OF June, 2004, PERSONALLY APPEARED BRANDON PERKINS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER/MANAGER, 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

3/12/07
MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

JANE T. SHOTWELL NOTARY PUBLIC # 03003423 EXP. 3/12/07 IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE "FULLY COMPLIED WITH REQUIREMENTS OF THE CITY OF BIXBY SUBDIVISION REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME; AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 28 DAY OF June 2004.

BY: _____
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA NO. 1435

REGISTERED PROFESSIONAL LAND SURVEYOR — DAN EDWIN TANNER — 1435 — OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 28 DAY OF June, 2004, PERSONALLY APPEARED DAN E. TANNER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

6/13/06
MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

CAROLYN S. NELSON NOTARY PUBLIC OKLAHOMA TULSA COUNTY 00008339

DATE OF PREPARATION: 5/12/04