Tulsa County Clerk - MICHAEL WILLIS
Doc #: 7161 Page(s): 3 Recorded: 08/21/2024 11:19:13 AM
Receipt #: 2024-47401 Fees: $35.00

BXPUD-21.14

Pecan Ridge Estates

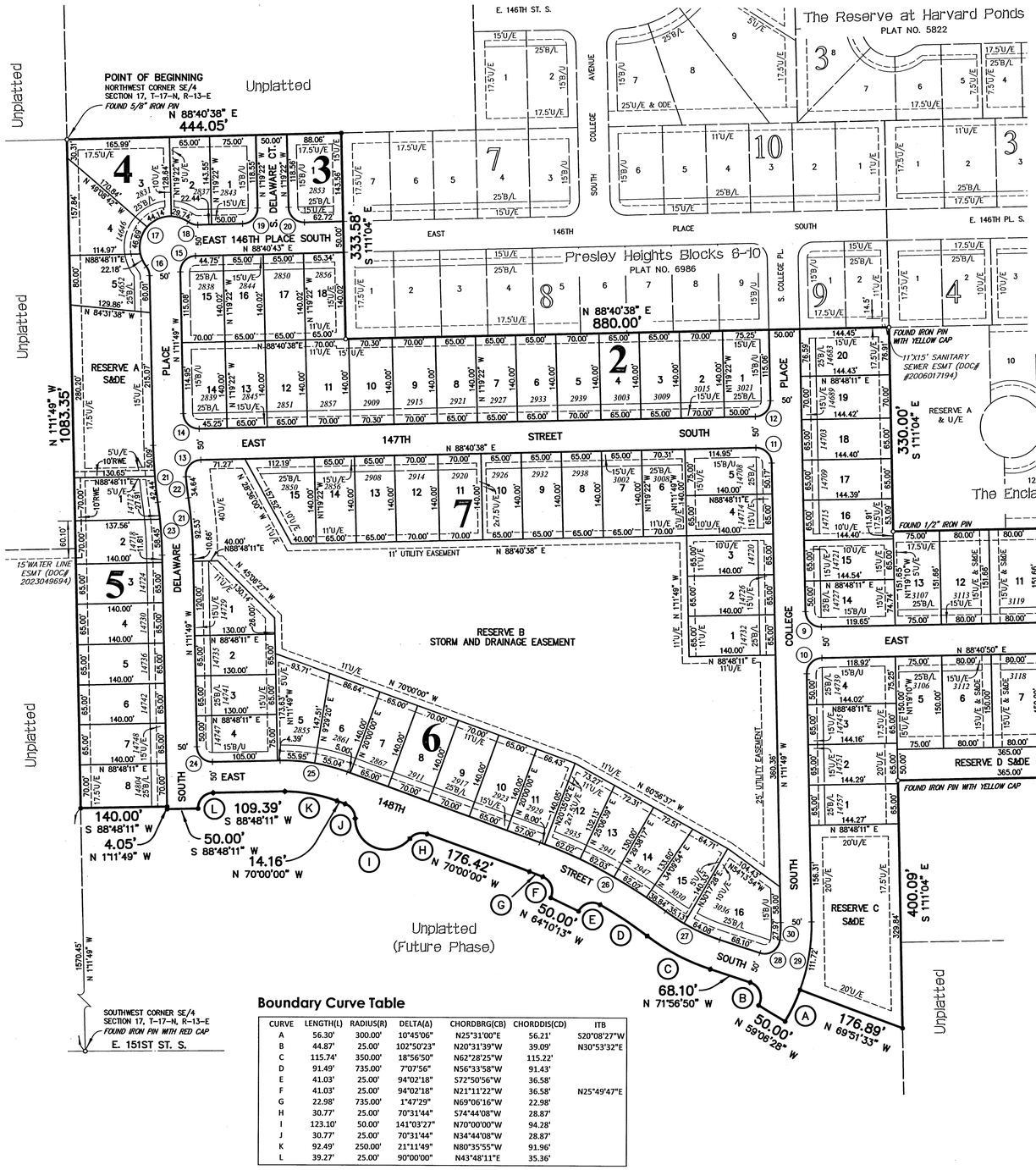
BLOCKS 1-8

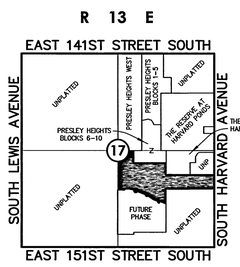
PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
Posey Creek 151, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
ANGIE MARSHALL, MANAGER
10024 South Hudson Avenue
Tulsa, Oklahoma 74137
Phone: (918)698-6767

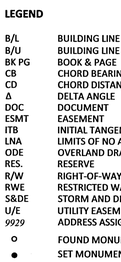
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting





Location Map
Scale: 1"= 2000'
NORTH



LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY ESMT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
ITB	INITIAL TANGENT BEARING
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE ESMT
RES.	RESERVE
R/W	RIGHT-OF-WAY
RWE	RESTRICTED WATERLINE ESMT
S&DE	STORM AND DRAINAGE ESMT
U/E	UTILITY EASEMENT
9929	ADDRESS ASSIGNED
o	FOUND MONUMENT
•	SET MONUMENT (SEE NOTE 2)

SUBDIVISION CONTAINS:

ONE-HUNDRED (100) LOTS
IN EIGHT (8) BLOCKS
WITH SIX (6) RESERVE AREAS

GROSS SUBDIVISION AREA: 42.551 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 $22,083.00 per trust receipt no.17560 to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 08/21/2024
John M. Lotherington
Tulsa County Treasurer
By: _____
Deputy

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)	ITB
A	56.30'	300.00'	10°45'06"	N25°31'00"E	56.21'	S20°08'27"W
B	44.87'	25.00'	102°50'23"	N20°31'39"W	39.09'	N30°53'32"E
C	115.74'	350.00'	18°56'50"	N62°28'25"W	115.22'	
D	91.49'	735.00'	7°07'56"	N56°33'58"W	91.43'	
E	41.03'	25.00'	94°02'18"	S72°50'56"W	36.58'	
F	41.03'	25.00'	94°02'18"	N21°11'22"W	36.58'	N25°49'47"E
G	22.98'	735.00'	1°47'29"	N69°06'16"W	22.98'	
H	30.77'	25.00'	70°31'44"	S74°44'08"W	28.87'	
I	123.10'	50.00'	141°03'27"	N70°00'00"W	94.28'	
J	30.77'	25.00'	70°31'44"	N34°44'08"W	28.87'	
K	92.49'	250.00'	21°11'49"	N80°35'55"W	91.96'	
L	39.27'	25.00'	90°00'00"	N43°48'11"E	35.36'	

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	54.98'	35.00'	90°00'00"	N43°49'24"E	49.50'
2	54.98'	35.00'	90°00'00"	N46°10'36"W	49.50'
3	192.91'	775.00'	14°15'42"	N81°41'32"E	192.41'
4	113.97'	775.00'	8°25'33"	N84°36'37"E	113.87'
5	382.95'	750.00'	29°15'18"	N89°11'20"E	378.80'
6	326.99'	800.00'	23°25'09"	N87°53'35"W	324.72'
7	211.34'	800.00'	15°08'10"	N83°45'06"W	210.72'
8	198.13'	750.00'	15°08'10"	N83°45'06"W	197.55'
9	39.32'	25.00'	90°07'21"	N46°15'30"W	35.39'
10	39.22'	25.00'	89°52'39"	N43°44'30"E	35.32'
11	39.40'	25.00'	90°18'12"	N46°10'16"W	35.45'
12	39.22'	25.00'	89°52'28"	N43°44'25"E	35.32'
13	41.06'	25.00'	94°06'29"	N41°37'24"E	36.60'
14	39.32'	25.00'	90°07'32"	N46°15'35"W	35.39'
15	39.22'	25.00'	89°52'32"	N43°44'27"E	35.32'
16	16.09'	25.00'	36°52'12"	N19°37'55"W	15.81'
17	142.75'	50.00'	163°34'36"	N43°43'17"E	98.97'
18	16.07'	25.00'	36°49'52"	N72°54'21"W	15.80'
19	39.27'	25.00'	90°00'04"	N43°40'41"E	35.36'
20	39.27'	25.00'	89°59'56"	N46°19'19"W	35.35'
21	92.53'	750.00'	7°04'08"	N4°43'53"W	92.47'
22	34.64'	700.00'	2°50'07"	N6°50'54"W	34.64'
23	86.36'	700.00'	7°04'08"	N4°43'53"W	86.31'
24	39.27'	25.00'	90°00'00"	N46°11'49"W	35.36'
25	110.99'	300.00'	21°11'49"	N80°35'55"W	110.36'
26	232.91'	785.00'	17°00'00"	N61°30'00"W	232.06'
27	99.21'	300.00'	18°56'50"	N62°28'25"W	98.76'
28	44.87'	25.00'	102°50'23"	N56°37'59"E	39.09'
29	168.02'	300.00'	32°05'22"	N14°50'52"E	165.83'
30	27.97'	250.00'	6°24'37"	N2°00'29"E	27.96'

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
   (A) BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 17;
   (B) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 17;
   THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°10'36" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HARVARD AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT, AND BY EAST 146TH PLACE SOUTH AND SOUTH COLLEGE PLACE, BOTH BEING PUBLIC STREETS.
6. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

DATE OF PREPARATION: August 16, 2024

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby on June 24, 2024

MAYOR–VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager or City Clerk.

CITY MANAGER–CITY CLERK

BXPUD-21.14

Pecan Ridge Estates

BLOCKS 1-8

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

POSEY CREEK 151, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°40'38" EAST AND ALONG THE NORTH LINE OF THE SE/4, FOR A DISTANCE OF 444.05 FEET TO THE NORTHWEST CORNER OF BLOCK SEVEN (7) OF "PRESLEY HEIGHTS BLOCKS 6-10", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6986); THENCE SOUTH 1°11'04" EAST AND ALONG THE WESTERLY LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 333.58 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88°40'38" EAST AND ALONG THE SOUTH LINE OF THE SUBDIVISION, FOR A DISTANCE OF 880.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF RESERVE A OF "THE ENCLAVE AT HARVARD PONDS", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5995); THENCE SOUTH 1°11'04" EAST AND ALONG THE WEST LINE OF SAID RESERVE A, FOR A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88°40'43" EAST AND ALONG AND THROUGH THE SOUTH LINE OF RESERVE A AND THE SOUTH LINE OF BLOCK TWO (2) OF SAID SUBDIVISION, FOR A DISTANCE OF 1324.02 FEET TO A POINT ON THE EAST LINE OF SAID SE/4; THENCE SOUTH 1°10'36" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 401.70 FEET; THENCE SOUTH 88°40'50" WEST FOR A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (W/2) OF SAID SE/4; THENCE SOUTH 1°11'04" EAST AND ALONG SAID EAST LINE OF THE W/2 SE/4, FOR A DISTANCE OF 400.09 FEET;

THENCE NORTH 69°51'33" WEST FOR A DISTANCE OF 176.89 FEET; THENCE SOUTHWESTERLY ALONG A 300.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 20°08'27" WEST, A CENTRAL ANGLE OF 10°45'06", WITH A CHORD BEARING AND DISTANCE OF SOUTH 25°31'00" WEST FOR 56.21 FEET, FOR AN ARC DISTANCE OF 56.30 FEET; THENCE NORTH 59°06'28" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 30°53'32" EAST, A CENTRAL ANGLE OF 102°50'23", WITH A CHORD BEARING AND DISTANCE OF NORTH 20°31'39" WEST FOR 39.09 FEET, FOR AN ARC DISTANCE OF 44.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 71°56'50" WEST FOR A DISTANCE OF 68.10 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 350.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°56'50", WITH A CHORD BEARING AND DISTANCE OF NORTH 62°28'25" WEST FOR 115.22 FEET, FOR AN ARC DISTANCE OF 115.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 735.00 FOOT RADIUS CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 7°07'56", WITH A CHORD BEARING AND DISTANCE OF NORTH 56°33'58" WEST FOR 91.43 FEET, FOR AN ARC DISTANCE OF 91.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 94°02'18", WITH A CHORD BEARING AND DISTANCE OF SOUTH 72°50'56" WEST FOR 36.58 FEET, FOR AN ARC DISTANCE OF 41.03 FEET; THENCE NORTH 64°10'13" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 25°49'47" EAST, A CENTRAL ANGLE OF 94°02'18", WITH A CHORD BEARING AND DISTANCE OF NORTH 21°11'22" WEST FOR 36.58 FEET, FOR AN ARC DISTANCE OF 41.03 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A 735.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 1°47'29", WITH A CHORD BEARING AND DISTANCE OF NORTH 69°06'16" WEST FOR 22.98 FEET, FOR AN ARC DISTANCE OF 22.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 70°00'00" WEST FOR A DISTANCE OF 176.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 70°31'44", WITH A CHORD BEARING AND DISTANCE OF SOUTH 74°44'08" WEST FOR 28.87 FEET, FOR AN ARC DISTANCE OF 30.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 141°03'27", WITH A CHORD BEARING AND DISTANCE OF NORTH 70°00'00" WEST FOR 94.28 FEET, FOR AN ARC DISTANCE OF 123.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 70°31'44", WITH A CHORD BEARING AND DISTANCE OF NORTH 34°44'08" WEST FOR 28.87 FEET, FOR AN ARC DISTANCE OF 30.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 70°00'00" WEST FOR A DISTANCE OF 14.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°11'49", WITH A CHORD BEARING AND DISTANCE OF NORTH 80°35'55" WEST FOR 91.96 FEET, FOR AN ARC DISTANCE OF 92.49 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°48'11" WEST FOR A DISTANCE OF 109.39 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF SOUTH 43°48'11" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 88°48'11" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 1°11'49" WEST FOR A DISTANCE OF 4.05 FEET; THENCE SOUTH 88°48'11" WEST FOR A DISTANCE OF 140.00 FEET TO A POINT ON THE WEST LINE OF THE SE/4; THENCE NORTH 1°11'49" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1083.35 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,853,535 SQUARE FEET OR 42.551 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 17;

(2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 17;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°10'36" EAST.

POSEY CREEK 151, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "PECAN RIDGE ESTATES BLOCKS 1-8", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC 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, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES, INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC AND PRIVATE STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC OR PRIVATE STORM SEWER FACILITY. 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, PUBLIC SANITARY SEWER MAIN, OR PUBLIC OR PRIVATE STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND PUBLIC WATER, PUBLIC SANITARY SEWER, OR PUBLIC STORM SEWER FACILITIES.

5. ALL PUBLIC WATER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH CREEK COUNTY RURAL WATER DISTRICT NO. 2 IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST CREEK COUNTY RURAL WATER DISTRICT NO. 2 IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

6. ALL PUBLIC SANITARY SEWER LINES AND PUBLIC AND PRIVATE STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

7. THE FOREGOING COVENANTS CONCERNING PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC AND PRIVATE STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, AND THE OWNER OF EACH LOT AND RESERVE AREA AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. STORM AND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE STORM AND DRAINAGE EASEMENTS ON, OVER AND ACROSS THOSE AREAS AS DEPICTED ON THE ACCOMPANYING PLAT AS "STORM AND DRAINAGE EASEMENT" OR "S&DE", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

2. THE STORMWATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN STORM AND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORM AND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.

4. THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE LOTS OR RESERVE AREAS CONTAINING THE EASEMENTS ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE EASEMENT AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENT SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORM AND DRAINAGE EASEMENT INCLUDING, WITHOUT LIMITATION, RESERVES A THROUGH F, INCLUSIVE, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF THE EASEMENT AREA OR LOT OR RESERVE AREA CONTAINING SAME TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT FAILS TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS OF ALL OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

G. RESTRICTED WATERLINE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND DEDICATE TO CREEK COUNTY RURAL WATER DISTRICT #2 PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENT" OR "RWE" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS, AND EQUIPMENT, AND OTHER APPURTENANCES THERETO, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID. THE EASEMENTS DEDICATED HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO CREEK COUNTY RURAL WATER DISTRICT #2. SUPPLIERS OF SANITARY SEWER, STORM SEWER, COMMUNICATION, GAS, AND ELECTRIC SERVICES SHALL HAVE LICENSE TO CONSTRUCT UNDERGROUND CABLES OR LINES THROUGH THE RESTRICTED WATERLINE EASEMENT, AT ANGLES GENERALLY PERPENDICULAR TO THE RESTRICTED WATERLINE EASEMENTS AS DEDICATED BY THE ACCOMPANYING PLAT, AT LOCATIONS AS AGREED UPON BY CREEK COUNTY RURAL WATER DISTRICT #2 AND THE SERVICE PROVIDER. UPON INSTALLATION OF SUCH UNDERGROUND CABLE OR LINE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT THROUGH THE RESTRICTED WATERLINE EASEMENT. FOR SANITARY SEWER OR STORM SEWER LINES, THE EASEMENT SHALL COVER A 20 FOOT STRIP EXTENDING 10 FEET ON EACH SIDE OF THE SANITARY SEWER OR STORM SEWER LINE. FOR ALL OTHER CABLES OR LINES, INCLUDING ALL SERVICE LINES, THE EASEMENT SHALL COVER A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE CABLE OR LINE. NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

SECTION II. - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE AREAS A, B, C, D, E, AND F ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW). IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS, ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL SUBDIVISION(S) THAT DEVELOPER, ITS SUCCESSORS AND ASSIGNS MAY DEVELOP FROM TIME TO TIME. ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL SUBDIVISION(S) SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN THE SUBDIVISION, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS.

B. RESERVES A, B, C, AND D

RESERVES A, B, C, AND D, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF PROVIDING STORMWATER DRAINAGE AND DETENTION, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

C. RESERVES E AND F

RESERVES E AND F, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

D. RESERVES B, C, D, AND E

RESERVES B, C, D, AND E HAVE PREVIOUSLY BEEN DETERMINED TO CONTAIN AREAS OF JURISDICTIONAL WATERS OF THE UNITED STATES OF AMERICA. ALL SUCH AREAS WITHIN RESERVES B, C, D, AND E SHALL BE PROTECTED AS PERPETUAL AQUATIC ECOSYSTEM PRESERVES AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN SUCH AREAS OF RESERVES B, C, D, AND E, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF BIXBY, OKLAHOMA. UTILITY COMPANIES AND CONTRACTORS ARE ADVISED TO SECURE ALL APPLICABLE

BXPUD-21.14

Pecan Ridge Estates

BLOCKS 1-8

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS
(CONTINUED)

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.14 ("POSEY CREEK 151") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.14 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON JANUARY 18, 2022, AND APPROVED BY THE BIXBY CITY COUNCIL ON JANUARY 24, 2022, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2384) APPROVED JANUARY 24, 2022, AND

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

WHEREAS, THE DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

NOW, THEREFORE, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-21.14, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-21.14 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON JANUARY 24, 2022.

B. DEVELOPMENT STANDARDS

GROSS LAND AREA:	3,220,342 SF	73.929 AC
NET LAND AREA:	3,216,842 SF	73.849 AC
PERMITTED USES:	USE UNIT 6 DETACHED SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.	
MAXIMUM NUMBER OF LOTS:	197	
MINIMUM LOT WIDTH†:	65 FT; MAXIMUM 20% OF LOTS MAY BE 60 FT	
MINIMUM LOT SIZE:	6,900 SF	
MINIMUM LAND AREA PER DWELLING UNIT:	8,400 SF*	
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT**	
OFF-STREET PARKING AND YARD COVERAGE:		
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.		
MINIMUM LIVABILITY SPACE:	4,000 SF***	
MINIMUM YARD SETBACKS:		
FRONT YARD:	25 FT	
REAR YARD:	20 FT	
SIDE YARD (INTERIOR):	5 FT	
SIDE YARD ABUTTING A STREET:	10 FT DWELLING; 20 FT GARAGE	
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN THE RS-3 DISTRICT	
MINIMUM DWELLING SIZE:	1,700	
FIRST FLOOR EXTERIOR MATERIALS:	100% MASONRY****	

* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-7I-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

*** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.

**** MASONRY SHALL INCLUDE BRICK, NATURAL OR MANUFACTURED STONE, AND STUCCO. MINIMUM MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES.

† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.

C. ACCESS AND CIRCULATION

AS DESIGNED, THE SUBDIVISION WILL HAVE ITS PRINCIPAL POINT OF ACCESS ON SOUTH HARVARD AVENUE NEAR THE CENTER OF ITS FRONTAGE. TWO (2) STREET CONNECTIONS ARE PROPOSED TO STUB STREETS IN PRESLEY HEIGHTS BLOCKS 6-10 AND AN ADDITIONAL CONNECTION IS PROPOSED TO THE PLANNED STUB STREET IN PRESLEY HEIGHTS WEST. RIGHT-OF-WAY WILL BE DEDICATED FOR THE SOUTH HARVARD AVENUE ARTERIAL STREET FRONTAGE. ALL OTHER STREETS WITHIN THE SUBDIVISION WILL BE LOCAL, MINOR RESIDENTIAL STREETS.

STREETS SERVING POSEY CREEK 151 ARE PROPOSED TO BE PUBLIC, BUT WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED WIDTH RIGHTS-OF-WAY. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

WITHIN THE BOUNDARY OF THE PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

D. SIGNS

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE LANDSCAPED ENTRIES AND CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. SIGNAGE SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE.

E. PLATTING AND SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

F. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "PECAN RIDGE ESTATES BLOCKS 1-8", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THIS SUBDIVISION, AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

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

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PUD RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.14 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.14 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION II. RESERVE AREAS AND SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN PECAN RIDGE ESTATES BLOCKS 1-8 OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION II. OR IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

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

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON JANUARY 24, 2022, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 16TH DAY OF AUGUST, 2024.

POSEY CREEK 151, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: MARLEE COMMERCIAL RESOURCES, LLC, ITS MEMBER

BY: Angela Marshall
ANGELA MARSHALL, ITS MANAGER/MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 16TH DAY OF AUGUST, 2024, PERSONALLY APPEARED ANGELA MARSHALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE FOREGOING INSTRUMENT, AS MANAGER/MEMBER OF MARLEE COMMERCIAL RESOURCES, LLC, AS MEMBER OF POSEY CREEK 151, LLC, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028
MY COMMISSION EXPIRES

NOTARY PUBLIC

COMMISSION # 12002299 EXP. 03/08/2028 NOTARY PUBLIC STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "PECAN RIDGE ESTATES BLOCKS 1-8", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 16TH DAY OF AUGUST, 2024.

LICENSED PROFESSIONAL LAND SURVEYOR Dan Edwin Tanner 1435 OKLAHOMA

BY:
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE 16TH DAY OF AUGUST, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL 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 OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028
MY COMMISSION EXPIRES

NOTARY PUBLIC

COMMISSION # 12002299 EXP. 03/08/2028 NOTARY PUBLIC STATE OF OKLAHOMA

DATE OF PREPARATION: August 16, 2024