Tulsa County Clerk - PAT KEY
Doc # 6457 Page(s): 3 Recorded 01/16/2013 at 02:33 PM
Receipt # 381536 Fee $30.00

Seven Lakes II

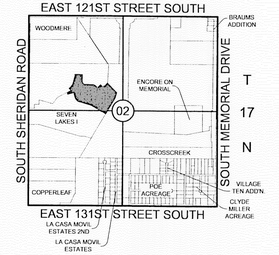
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, BEING A SUBDIVISION OF A PART OF THE WEST HALF OF SECTION 02, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN

Owner / Developer

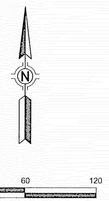
PRHR PROPERTIES, LLC
8630 SOUTH PEORIA AVENUE
TULSA, OKLAHOMA 74132
PHONE: (918) 809-4372
CONTACT: RYKER YOUNG

Engineer / Surveyor

HRAOK, INC.
1913 WEST TACOMA, SUITE A
BROKEN ARROW, OKLAHOMA 74012
PHONE: (918) 258-3737
FAX: (918) 258-2544
C.A. #3643 EXPIRES JUNE 30, 2013
INFO@HRAOK.COM



Location Map
SCALE: 1"=2000'



Legend

B/L	BUILDING LINE
TA/E	TEMPORARY ACCESS EASEMENT
U/E	UTILITY EASEMENT
1234	STREET ADDRESS

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8"X 18" STEEL PIN WITH A PLASTIC CAP STAMPED "PLS 1580" AT ALL CORNERS.

Basis of Bearings

THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - NORTH ZONE - NAD83 (1993).

ADS Benchmark

BRASS CAP LOCATED AT THE NORTHWEST CORNER OF SECTION 02, T-17N, R-13E, TULSA COUNTY, OKLAHOMA. ELEV = 611.97 (NAVD 1988)

Notes

ALL STREET RIGHT-OF-WAY SHALL BE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY.



Land Summary

SUBDIVISION CONTAINS FIFTY-NINE (59) LOTS IN FOUR (4) BLOCKS AND THREE (3) RESERVE AREAS

BLOCK 1	14 LOTS
BLOCK 2	31 LOTS
BLOCK 3	13 LOTS
BLOCK 4	1 LOT
RESERVE A	1.50 ACRES
RESERVE B	1.87 ACRES
RESERVE C	0.03 ACRES

SUBDIVISION CONTAINS 17.70 ACRES

FINAL PLAT CERTIFICATE OF APPROVAL

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

November 26, 2012
DATE

Kay Bowa
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

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 $ 3,868.00 per trust receipt no. 12680 to be applied to 20 13 taxes. This certificate is NOT to be construed as payment of 20 ____ taxes in full but is given in order that this plat may be filed on record. 20 ____ taxes shall not exceed the amount of the security deposit.

16-Jan-13
Dated

Dennis Semler
Tulsa County Treasurer
By: Carol Hinkle
Deputy

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	79°31'28"	25.00'	34.70'
C2	62°57'52"	25.00'	27.47'
C3	156°08'05"	50.00'	136.25'
C4	5°35'33"	25.00'	25.13'
C5	59°59'44"	150.00'	157.07'
C6	90°00'00"	25.00'	39.27'
C7	18°13'50"	200.00'	63.64'
C8	79°50'39"	25.00'	34.84'
C9	40°09'30"	200.00'	140.18'
C10	59°59'44"	200.00'	209.42'
C11	19°34'21"	225.00'	76.86'
C12	59°10'10"	25.00'	25.82'
C13	154°43'43"	55.00'	148.53'
C14	75°32'05"	175.00'	230.71'
C15	25°22'37"	100.00'	44.29'
C16	90°00'00"	50.00'	78.54'
C17	04°34'50"	250.00'	19.99'

LOT AREA TABLE

	LOT NO.	AREA (SF)
BLOCK 1	1	7800
	2	7800
	3	7869
	4	8425
	5	9823
	6	9197
	7	7861
	8	8233
	9	7805
	10	7800
	11	7800
	12	8400
	13	8400
	14	8278
BLOCK 2	1	9410
	2	9837
	3	8400
	4	8400
	5	8400
	6	8400
	7	8400
	8	9517
	9	10875

	LOT NO.	AREA (SF)
BLOCK 2	10	10482
	11	9224
	12	10032
	13	8105
	14	8444
	15	9430
	16	9800
	17	8400
	18	7800
	19	7800
	20	9063
	21	7800
	22	8020
	23	8580
	24	7736
	25	8400
	26	7800
	27	8400
	28	8399
	29	9125
	30	7415
	31	8400

	LOT NO.	AREA (SF)
BLOCK 3	1	11172
	2	11779
	3	10025
	4	12172
	5	8400
	6	8400
	7	8400
	8	8400
	9	8400
	10	8225
	11	8869
	12	7800
	13	9466
BLOCK 4	1	8478

SEVEN LAKES II
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PRHR PROPERTIES, 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 IN THE WEST HALF (W/2) OF SECTION TWO (02), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 02; THENCE S 01°01'10" E AND ALONG THE WEST LINE OF SAID SECTION 02 A DISTANCE OF 2613.69 TO THE NORTHWEST CORNER OF SEVEN LAKES I, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6113; THENCE N 88°58'50" E AND ALONG THE NORTH LINE OF LOT 1 BLOCK 2 OF SAID SEVEN LAKES I A DISTANCE OF 170.00 FEET; THENCE N 01°01'10" W AND ALONG SAID SEVEN LAKES I A DISTANCE OF 110.00 FEET; THENCE N 88°58'50"E AND ALONG SAID SEVEN LAKES I A DISTANCE OF 114.74 FEET; THENCE ALONG SAID SEVEN LAKES I AND A CURVE TO THE RIGHT WITH A CHORD BEARING OF S 04°22'32" E", A CHORD DISTANCE OF 15.27 FEET, A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 15.27 FEET; THENCE N 01°01'10" W AND ALONG THE WEST LINE OF LOT 1 BLOCK 6 OF SAID SEVEN LAKES I A DISTANCE OF 120.58 FEET; THENCE N 88°58'50" E AND ALONG THE NORTH LINE OF BLOCK 6 OF SAID SEVEN LAKES I A DISTANCE OF 26.87 FEET; THENCE S 76°01'10"E AND ALONG THE NORTH LINE OF BLOCK 6 OF SAID SEVEN LAKES I A DISTANCE OF 371.75 FEET; THENCE N 35°21'21" E AND ALONG THE NORTH LINE OF BLOCK 6 OF SAID SEVEN LAKES I A DISTANCE OF 218.86 FEET; THENCE N 60°00'00"E AND ALONG THE NORTH LINE OF BLOCK 6 OF SAID SEVEN LAKES I A DISTANCE OF 305.11 FEET TO THE NORTHEAST CORNER OF LOT 12 BLOCK 6 OF SAID SEVEN LAKES I AND THE POINT OF BEGINNING; THENCE N 60°00'03" E A DISTANCE OF 117.33 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF N 44°13'25" W, A CHORD DISTANCE OF 69.28 FEET, A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 69.63 FEET; THENCE N 35°48'10"E A DISTANCE OF 150.65 FEET; THENCE N 13°58'50" E A DISTANCE OF 245.90 FEET; THENCE N 1°01'10" W A DISTANCE OF 46.71 FEET; THENCE N 88°58'50" E A DISTANCE OF 215.00 FEET; THENCE S 1°01'10" E A DISTANCE OF 225.42 FEET; THENCE S 46°01'10"E A DISTANCE OF 70.12 FEET; THENCE N 88°58'50" E A DISTANCE OF 250.92 FEET; THENCE S 68°31'02" E A DISTANCE OF 71.62 FEET; THENCE S 46°00'54" E A DISTANCE OF 85.11 FEET; THENCE N 43°59'06" E A DISTANCE OF 120.00 FEET; THENCE S 46°00'54" E A DISTANCE OF 95.00 FEET; THENCE N 43°59'06" E A DISTANCE OF 50.00 FEET; THENCE S 46°00'54" E A DISTANCE OF 9.92 FEET; THENCE N 43°59'06" E A DISTANCE OF 120.00 FEET; THENCE S 46°00'54" E A DISTANCE OF 374.05 FEET; THENCE S 14°37'30" W A DISTANCE OF 162.14 FEET; THENCE S 29°31'11" W A DISTANCE OF 515.61 FEET TO THE NORTHEAST CORNER OF LOT 36 BLOCK 1 OF SAID SEVEN LAKES I; THENCE N 60°28'49" W AND ALONG THE NORTH LINE OF LOT 36 BLOCK 1 OF SAID SEVEN LAKES I A DISTANCE OF 129.65 FEET; THENCE ALONG SAID SEVEN LAKES I AND A CURVE TO THE LEFT WITH A CHORD BEARING OF S 51°56'38" W, A CHORD DISTANCE OF 7.73 FEET, A RADIUS OF 75.00 FEET FOR AN ARC DISTANCE OF 7.73 FEET; THENCE N 60°28'49" W AND ALONG THE NORTH LINE OF SAID SEVEN LAKES I A DISTANCE OF 261.09 FEET; THENCE ALONG THE NORTH LINE OF SAID SEVEN LAKES I AND A CURVE TO THE LEFT WITH A CHORD BEARING OF N 68°14'59" W, A CHORD BEARING OF 135.19 FEET, A RADIUS OF 500.00 FEET FOR AN ARC DISTANCE OF 135.60 FEET; THENCE N 76°01'10" W AND ALONG THE NORTH LINE OF SAID SEVEN LAKES I A DISTANCE OF 276.05 FEET; THENCE ALONG THE NORTH LINE OF SAID SEVEN LAKES I AND A CURVE TO THE RIGHT WITH A CHORD BEARING OF N 46°01'10" W, A CHORD DISTANCE OF 200.00 FEET, A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 209.44 FEET; THENCE N 16°01'10" W AND ALONG SAID SEVEN LAKES I A DISTANCE OF 121.46 FEET; THENCE S 73°58'50" W AND ALONG THE NORTH LINE OF SAID SEVEN LAKES I A DISTANCE OF 173.90 FEET; THENCE N 16°01'10" W AND ALONG THE NORTH LINE OF BLOCK 6 OF SAID SEVEN LAKES I A DISTANCE OF 54.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 771044.70 SF OR 17.701 ACRES

THE BASIS OF BEARINGS FOR SAID TRACT ARE BASED ON PLATTED BEARINGS OF N 01°01'10" W ALONG THE WEST LINE OF SEVEN LAKES I A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6113), FILED IN THE OFFICES OF THE TULSA COUNTY CLERK.

PRHR PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "SEVEN LAKES II", A SUBDIVISION IN 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 FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES 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 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, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. 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. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST BOUNDARY OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINES OR UNDERGROUND CABLE BUT ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.

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

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, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS FACILITIES. THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

C. WATER AND SANITARY SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND 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 OR PUBLIC SANITARY 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 SANITARY SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER, SHALL BE PROHIBITED.

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

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.

4. ALL WATER AND SANITARY SEWER 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 THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

5. 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.

D. SURFACE DRAINAGE

1. 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 AND SURFACE WATERS OVER AND ACROSS HIS 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

1. THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND 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 THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. STORM SEWER

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

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

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

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE 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 FACILITIES. 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 STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED WITHOUT THE CONSENT OF THE CITY OF BIXBY.

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

G. TEMPORARY ACCESS EASEMENT WITH TERMINATION CLAUSE

1. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO THE TEMPORARY ACCESS EASEMENT "TA/E" SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INGRESS AND EGRESS TO ANY PORTION OF 'RESERVE B & U/E'.

2. THE DEVELOPER / ASSOCIATION SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO THE TEMPORARY ACCESS EASEMENT "TA/E" SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE ACCESS TO ANY PORTION OF 'RESERVE B & U/E'.

3. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE TEMPORARY ACCESS EASEMENT "TA/E" AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH INGRESS AND EGRESS IS PROHIBITED.

4. THE TEMPORARY ACCESS EASEMENT "TA/E" SHOWN ON THE ACCOMPANYING PLAT SHALL NOT BE IMPAIRED OR OTHERWISE AFFECTED BY ANY DIVISIONS OF OWNERSHIP OF THE ADJACENT LAND OR BY SALE OF ALL OR ANY PART THEREOF.

5. THE OWNERS OF LOTS 4 AND 5, BLOCK 3 RETAINS, RESERVES AND SHALL ENJOY THE USE OF THE SURFACE OF THE PREMISES EXCEPT AS MAY BE NECESSARY FOR THE PURPOSES GRANTED TO THE CITY OF BIXBY, OR ITS SUCCESSORS. THE OWNERS OF LOTS 4 AND 5, BLOCK 3 SHALL ACKNOWLEDGE THAT THE TEMPORARY ACCESS EASEMENT "TA/E" IS SUPERIOR TO THE LOT OWNER'S INTEREST IN THE USE OF THE SURFACE. THE OWNERS OF LOTS 4 AND 5, BLOCK 3 SHALL AGREE TO INDEMNIFY AND HOLD THE CITY OF BIXBY HARMLESS FROM ANY LOSS, INCLUDING COSTS AND ATTORNEY FEES, WHICH HEREAFTER ARISES FROM SUCH DESIGN, CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR, OR REMOVAL OF SAID TEMPORARY ACCESS EASEMENT "TA/E".

6. THE TEMPORARY ACCESS EASEMENT "TA/E" SHALL RUN WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ONE (1) YEAR FROM THE DATE OF THIS INSTRUMENT AT WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR UNLESS, THE PROPERTY SITUATED ADJACENTLY TO 'RESERVE B & U/E' ON THE ACCOMPANYING PLAT IS SUBDIVIDED INTO LOTS, BLOCKS AND STREETS PROVIDING A DEDICATED 20' ACCESS TO 'RESERVE B & U/E' ACCORDING TO THE DIRECTIONS AND POLICIES OF THE CITY OF BIXBY PLANNING COMMISSION AS APPROVED BY THE CITY OF BIXBY CITY COUNCIL, AND THE PLAT OF SAME IS FILED OF RECORD AT THE COUNTY CLERK'S OFFICE OF THE TULSA COUNTY COURT HOUSE, WHERE UPON FILING OF SAID PLAT, SAID EASEMENT IS TERMINATED, RELEASED AND CANCELED.

SECTION II - LAND USE RESTRICTIONS

A. USE OF LAND. ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES, SINGLE FAMILY PURPOSES AND ONE (1) COMMUNITY SWIMMING POOL. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER/DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. RESERVES "A", "B", AND "C"

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BIXBY, STORM SEWER AND DRAINAGE FACILITIES ARE TO BE CONSTRUCTED IN RESERVE AREAS "A" AND "B" FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. RESERVE "C" IS HEREBY ESTABLISHED FOR GREEN BELT ACCESS FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION. RESERVE "C" IS ALSO DEDICATED AS A GENERAL UTILITY EASEMENT.

3. STORM SEWER AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY.

4. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE RESERVE EASEMENT AREAS, NOR SHALL THERE BY ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY ENGINEER OF BIXBY.

5. THE DRAINAGE FACILITIES LOCATED IN RESERVES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

(1. THE RESERVE AREAS SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND DEBRIS;

(2. THE RESERVE AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING TWO (2) WEEKS;

(3. CONCRETE APPURTENANCES, IF ANY, SHALL BE MAINTAINED IN GOOD AND WORKING CONDITION;

AND IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS AND FACILITIES THERE SITUATED THE CITY OF BIXBY, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION. AT LEAST 15 DAYS PRIOR TO ITS ENTRY TO PERFORM SUCH MAINTENANCE, THE CITY OF BIXBY SHALL PROVIDE NOTICE ADDRESSED TO THE REGISTERED AGENT OF THAT ASSOCIATION OF ITS INTENTION TO PERFORM SUCH MAINTENANCE.

6. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COST OF LAND MAINTENANCE PERFORMED BY THE CITY OF BIXBY AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE CITY OF BIXBY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION: PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED ITS PROPORTIONATE SHARE, BASED ON THE TOTAL NUMBER OF LOTS IN THE ASSOCIATION, OF THE ASSOCIATION'S COST OF MAINTENANCE.

C. RESERVES "A" AND "B". RESERVES "A" AND "B" SHALL ONLY BE USED FOR DRAINAGE FACILITIES AND SHALL NOT BE USED FOR RECREATION.

D. RESERVE "C". RESERVE "C" SHALL BE USED BY THE ASSOCIATION MEMBERS AND GUESTS FOR RECREATION.

E. SETBACKS

1. STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURE SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

2. SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.

3. REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

F. BUILDING HEIGHT. NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

2. NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE OR ALTERATION, 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 RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

B. FLOOR AREA OF DWELLING

1. SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREAS.

2. TWO STORY AND THREE STORY. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABO

K. ROOFING MATERIALS. ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

L. ROOFTOP PROTRUSIONS. METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

M. ON-SITE CONSTRUCTION. NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

N. OUTBUILDINGS

1. OUTBUILDINGS ARE PROHIBITED.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

O. SWIMMING POOLS. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

P. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION III, SUBSECTION P.2 IMMEDIATELY BELOW (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.

2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES OR PONDS IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING FACING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES. SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

Q. ANTENNAS

1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

R. LANDSCAPING AND LOT MAINTENANCE

1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF $500.0 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUND COVER, ETC.) EXCLUSIVE OF SODDING.

2. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

3. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE LOT SO AS TO PROVIDE ACCESS TO PERSONS MAKING SUCH PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.

S. RECREATIONAL VEHICLES AND BOATS. BOATS, TRAILERS, CAMPERS, MOTOR HOMES AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD OF IN EXCESS OF 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

T. INOPERATIVE VEHICLES. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.

U. CLOTHESLINES. EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

V. TRASH CONTAINERS. TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

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

X. ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT IN THE SUBDIVISION, EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

Y. NOXIOUS ACTIVITY. NO ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

Z. SIGNAGE. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD; EXCEPT, HOWEVER, OWNER/DEVELOPER MAY MAINTAIN SIGNS OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.

AA. MATERIALS AND STORAGE. NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION. READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY ON WHICH THE CONCRETE IS BEING DELIVERED. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT STAYS ON THEIR LOT AND SHALL BE RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOTS.

AB. TEMPORARY TRASH RECEPTACLE. A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

AC. BASKETBALL GOAL. NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREET RIGHTS OF WAY.

SECTION IV - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVES AREAS, LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

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 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 ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST. THE ASSOCIATION SHALL ALSO INCLUDE THE RECORD OWNERS OF LOTS IN THE OTHER PHASES OF SEVEN LAKES TO BE CONTIGUOUS TO THE SUBDIVISION. OWNER/DEVELOPER OR ITS AFFILIATE MAY, BY DESIGNATION OF THE ASSOCIATION IN THE PLATS, DEEDS OF DEDICATION AND COVENANTS OF OTHER PHASES OF SEVEN LAKES AS THE OPERATIVE HOMEOWNERS ASSOCIATION FOR SUCH ADDITIONS, EFFECT THE INCLUSION OF ALL OF THE LOT OWNERS IN SUCH ADDITIONS AS MEMBERS OF THE ASSOCIATION.

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 RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN 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 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, 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 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 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 II, LAND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS 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 SEVEN LAKES II OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, 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 PHASE, 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 APRIL 9, 2012 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS 14TH DAY OF JANUARY, 2013.

RYKER YOUNG, MEMBER MANAGER
PRHR PROPERTIES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14TH DAY OF JANUARY, 2013, BY THE ABOVE MEMBER MANAGER OF PRHR PROPERTIES, LLC.

NOTARY PUBLIC

ALBERT JONES III NOTARY #11011590 PUBLIC STATE OF OKLAHOMA

MY COMMISSION EXPIRES: DECEMBER 29, 2015

MY COMMISSION NUMBER IS: 11011590

CERTIFICATE OF SURVEY

I, ALAN C. HALL, A REGISTERED 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SEVEN LAKES II", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A 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.

1-14-13

ALAN C. HALL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1283

ALAN C. HALL 1283

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 14TH DAY OF JANUARY, 2013, BY ALAN C. HALL, AS A REGISTERED LAND SURVEYOR.

NOTARY PUBLIC

ALBERT JONES III NOTARY #11011590 PUBLIC STATE OF OKLAHOMA

MY COMMISSION EXPIRES: DECEMBER 29, 2015

MY COMMISSION NUMBER IS: 11011590