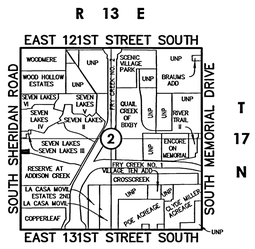
Tulsa County Clerk - Michael Willis
Doc # 6761 Page(s): 3 Recorded 10/30/2017 02:57:32 PM
Receipt # 17-61030 Fees: $15.00

Seven Lakes VII

PART OF THE NORTH HALF OF THE OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
Scale: 1"= 2000'
NORTH

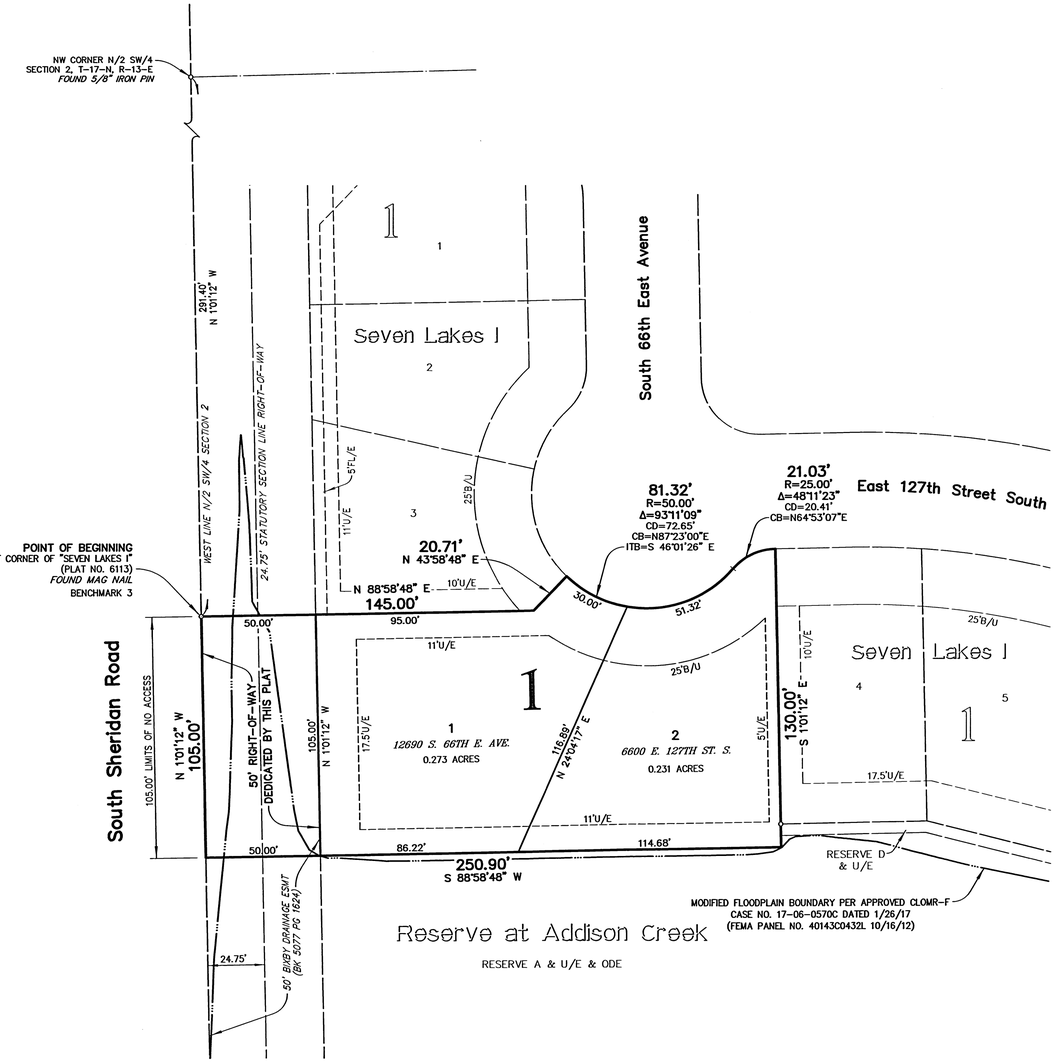
SUBDIVISION CONTAINS:

TWO (2) LOTS IN
ONE (1) BLOCK

GROSS SUBDIVISION AREA: 0.625 ACRES

OWNER:
Stone Horse Development, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: BRIAN DOYLE
12150 East 96th Street North, Suite 200
Owasso, Oklahoma 74055
Phone: (918)376-6533

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



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 CORNER MONUMENTS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 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) FOUND 5/8" IRON REBAR AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;
   (b) FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°01'12" WEST.
4. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY ADJACENT PUBLIC STREETS WITHIN "SEVEN LAKES I", AN ADDITION IN THE CITY OF BIXBY, OKLAHOMA.
5. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.
6. THE MINIMUM FLOOR ELEVATION FOR ANY LOT WITHIN THE SUBDIVISION SHALL BE 606.0' (NAVD 88)

Benchmark 3

MAG NAIL FOUND IN APPROXIMATE CENTER OF SHERIDAN ROAD, LOCATED AT THE SOUTHWEST CORNER OF PLATTED SEVEN LAKES SUBDIVISION.
363480.73N 2588467.46E

ELEVATION = 606.10 (NAVD 88)

NORTH
0 15 30 45
Scale: 1"= 30'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	CENTRAL ANGLE (DELTA)
DOC	DOCUMENT
ESMT	EASEMENT
FL/E	FENCE & LANDSCAPE EASEMENT
o	FOUND 3/8" IRON REBAR (UNLESS OTHERWISE NOTED)
ODE	OVERLAND DRAINAGE EASEMENT
R	RADIUS
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
7300	ASSIGNED ADDRESS

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 $8,141.00 per trust receipt no.Tax Rolls to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes in full but is given in order that this plat may be placed on record. 2017 taxes may exceed the amount of the security deposit.

Dated: 10/30/2017
Dennis Semler
Tulsa County Treasurer
By: Lori Reeves
Deputy

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby.

on April 24, 2017

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

DATE OF PREPARATION: May 19, 2017

Seven Lakes VII

PART OF THE NORTH HALF OF THE OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWO (2),
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:

STONE HORSE DEVELOPMENT, 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 PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF "SEVEN LAKES I", AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED THEREOF (PLAT NO. 6113); THENCE ALONG THE SOUTH LINE OF SAID ADDITION FOR THE FOLLOWING FIVE (5) CALLS: NORTH 88°58'48" EAST FOR A DISTANCE OF 145.00 FEET; THENCE NORTH 43°58'48" EAST FOR A DISTANCE OF 20.71 FEET; THENCE ALONG A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 46°01'26" EAST, A CENTRAL ANGLE OF 93°11'09", A CHORD BEARING AND DISTANCE OF NORTH 87°23'00" EAST FOR 72.65 FEET, FOR AN ARC DISTANCE OF 81.32 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 48°11'23", A CHORD BEARING AND DISTANCE OF NORTH 64°53'07" EAST FOR 20.41 FEET, FOR AN ARC DISTANCE OF 21.03 FEET; THENCE SOUTH 1°01'12" EAST ALONG AND THROUGH SAID SOUTH LINE, FOR A DISTANCE OF 130.00 FEET; THENCE SOUTH 88°58'48" WEST FOR A DISTANCE OF 250.90 FEET TO A POINT ON THE WEST LINE OF THE N/2 SW/4; THENCE NORTH 1°01'12" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 27,221 SQUARE FEET OR 0.625 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) FOUND 5/8" IRON REBAR AT THE NORTHWEST CORNER OF THE SW/4 OF SECTION 2;

(2) FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE SW/4 OF SECTION 2;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°01'12" EAST.

STONE HORSE DEVELOPMENT, 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, AND STREETS AND HAS DESIGNATED THE SAME AS "SEVEN LAKES VII", 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 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 REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND RELAYING 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 POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE WEST PERIMETER UTILITY EASEMENT AND IN THE RIGHT-OF-WAY OF SOUTH SHERIDAN ROAD AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES, SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED 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, TELEPHONE, CABLE TELEVISION, COMMUNICATIONS 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, 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 OWNER'S 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. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE REPORTED TO GAS SERVICE PROVIDER.

3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES BUT 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 SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION C SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. 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 OR 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 UTILITY EASEMENTS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES 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.

E. 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 SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV (THE "ASSOCIATION"), AND THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED 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.

G. 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 LOT OWNER OR SUCH OWNER'S 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.

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. 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. 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.

C. BUILDING HEIGHT

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

D. FLOOR AREA OF DWELLING

1. SINGLE STORY

A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,200 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 ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY PORCHES, PATIOS, GARAGES, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

E. MASONRY

THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS). AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

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 THEREFOR 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. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

C. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

D. TRAFFIC CALMING DEVICES

IF THE CITY OF BIXBY REQUIRES THE APPROVAL OF THE SEVEN LAKES VII SUBDIVISION BEFORE IT DETERMINES IT WILL INSTALL SPEED BUMPS WITHIN THE SUBDIVISION, APPROVAL OF THE SUBDIVISION SHALL NOT BE PROVIDED UNLESS APPROVED BY 75% OF THE LOT OWNERS.

E. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

F. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED TWICE EACH CALENDAR YEAR. THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

G. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

H. ROOF PITCH

1. NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.

2. WAIVER: THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25% OF THE HORIZONTAL AREA COVERED BY ROOF.

I. 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.

J. ROOFTOP PROTRUSIONS

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

K. ON-SITECONSTRUCTION

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

L. OUTBUILDINGS

1. OUTBUILDINGS ARE PROHIBITED.

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

M. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

N. FENCING

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 ALONG THE SOUTH SUBDIVISION BOUNDARY, (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.

DATE OF PREPARATION: May 19, 2017

Seven Lakes VII

PART OF THE NORTH HALF OF THE OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWO (2),
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)

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

P. 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 $500.00 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUNDCOVER, 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.

Q. 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.

R. 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.

S. CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

T. 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.

U. MAILBOXES

AS LONG AS A RURAL TYPE MAILBOX IS IN USE 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.

V. 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.

W. 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.

X. 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 ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION, IN ACCORDANCE TO THE CITY OF BIXBY ZONING REGULATIONS.

Y. 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.

Z. 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.

AA. BASKETBALL GOAL

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

SECTION IV - HOMEOWNERS' ASSOCIATION

A. HOMEOWNERS' ASSOCIATION.

WITHOUT LIMITATION AS TO PRESENT GEOGRAPHIC JURISDICTION, THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A DOMESTIC, NOT FOR PROFIT CORPORATION, HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE STATUES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS "D", "E", "G", & "H" OF SEVEN LAKES I, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT (PLAT NO. 6113) THEREOF, LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SEVEN LAKES I (PLAT NO. 6113). SEVEN LAKES VII ADJOINS SEVEN LAKES I (PLAT NO. 6113) AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC., AS PROVIDED IN SECTION IV.B OF THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF SEVEN LAKES I (PLAT NO. 6113).

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION, SUBSEQUENT TO THE OWNER/DEVELOPER, 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 RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS

EACH OWNER OF A LOT SUBSEQUENT TO THE OWNER/DEVELOPER, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION. ALL UNPAID 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 VII 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 THE DATE THIS PLAT IS RECORDED, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 12 DAY OF July, 2017.

STONE HORSE DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
DANIEL RUHL, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 12 DAY OF July, 2017, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, LLC TO THE FOREGOING INSTRUMENT, AS ITS 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 COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03·08·2020
MY COMMISSION EXPIRES

NOTARY PUBLIC

JENNIFER R. MILLER NOTARY PUBLIC #12002299 EXP. 03/08/2020 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 "SEVEN LAKES VII", A SUBDIVISION IN 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 9 DAY OF June, 2017.

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

LICENSED 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 THE 9 DAY OF June, 2017, PERSONALLY APPEARED TO ME DAN E. TANNER 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 THE DAY AND YEAR LAST ABOVE WRITTEN.

03.08.2020
MY COMMISSION EXPIRES

NOTARY PUBLIC

JENNIFER R. MILLER NOTARY PUBLIC #12002299 EXP 03/08/2020 STATE OF OKLAHOMA

DATE OF PREPARATION: May 19, 2017