



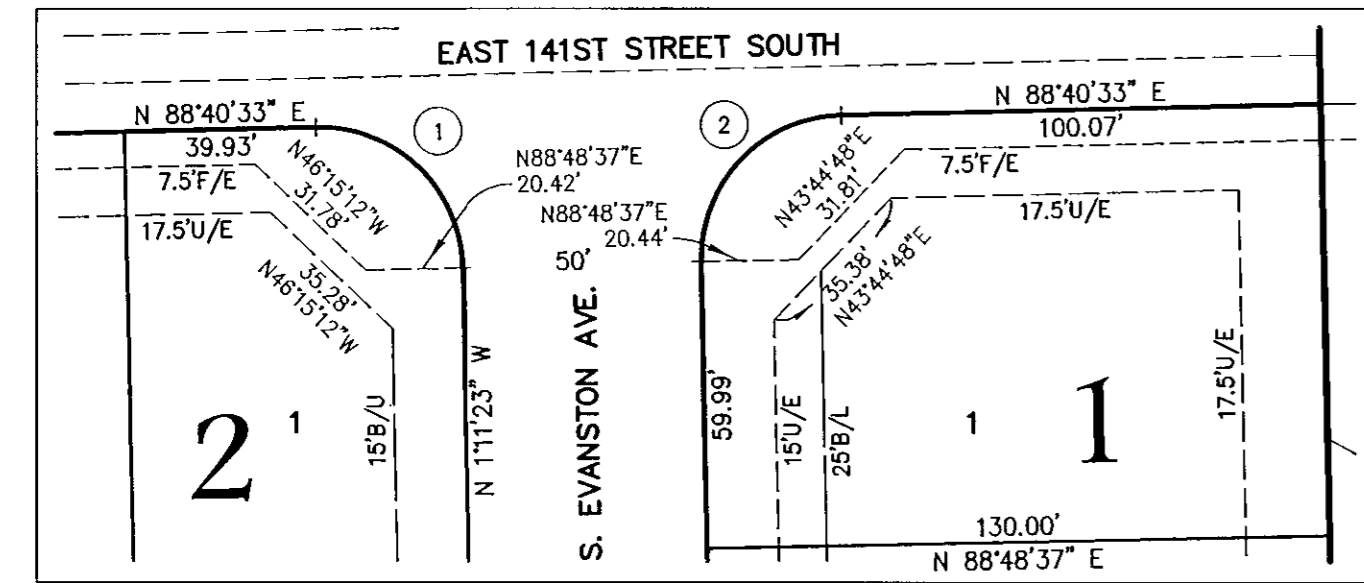
Tulsa County Clerk - MICHAEL WILLIS
 Doc # 7121 Page(s): 3
 01/02/2024 03:15:44 PM
 Receipt #: 2024-00194
 Fees: \$35.00

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD(BR)(CB)	CHORDDIS(CD)
1	47.19'	30.00'	90°00'00"	N46°15'25"W	42.48'
2	47.05'	30.00'	89°51'56"	N43°48'37"E	42.38'
3	39.27'	25.00'	90°00'00"	N43°48'37"E	35.36'
4	21.03'	25.00'	48°11'23"	N67°05'41"W	20.41'
5	241.20'	50.00'	276°22'46"	N1°11'23"W	66.67'
6	21.03'	25.00'	48°11'23"	N64°42'56"E	20.41'
7	39.27'	25.00'	90°00'00"	N46°11'23"W	35.36'
8	41.23'	250.00'	9°26'55"	N3°32'05"E	41.18'
9	57.23'	300.00'	10°55'46"	N4°16'31"E	57.14'
10	91.23'	475.00'	11°00'15"	N5°41'15"W	91.09'
11	157.05'	525.00'	17°08'21"	N8°23'12"W	156.46'
12	39.24'	25.00'	89°55'32"	N35°13'22"W	35.33'
13	40.26'	25.00'	92°15'47"	N54°23'25"E	36.05'
14	142.09'	475.00'	17°08'21"	N8°23'12"W	141.56'
15	107.31'	525.00'	11°42'41"	N85°20'02"W	107.13'
16	34.93'	25.00'	80°03'43"	N48°46'46"E	32.16'
17	42.81'	25.00'	98°06'57"	N42°07'54"W	37.77'
18	243.88'	1200.00'	11°38'39"	N4°37'57"E	243.45'
19	177.07'	1250.00'	8°06'57"	N2°52'06"E	176.91'
20	18.69'	25.00'	42°50'00"	N22°36'23"W	18.26'
21	153.31'	50.00'	175°40'01"	N43°48'37"E	99.93'
22	18.69'	25.00'	42°50'00"	N69°46'22"W	18.26'

Lot Area & Address Table

AREA LABEL	AREA(SQ.FT.)	ADDRESS	AREA LABEL	AREA(SQ.FT.)	ADDRESS
BLOCK 1 LOT 1	11517	14111 S EVANSTON AVE	BLOCK 2 LOT 15	8937	2837 E 142ND ST S
BLOCK 1 LOT 2	9099	14125 S EVANSTON AVE	BLOCK 2 LOT 16	8937	2835 E 142ND ST S
BLOCK 1 LOT 3	8449	14139 S EVANSTON AVE	BLOCK 2 LOT 17	8653	2833 E 142ND ST S
BLOCK 1 LOT 4	8450	14153 S EVANSTON AVE	BLOCK 2 LOT 18	13409	2831 E 142ND ST S
BLOCK 1 LOT 5	8450	14167 S EVANSTON AVE	BLOCK 2 LOT 19	20577	14202 S DELAWARE PL
BLOCK 1 LOT 6	8450	14181 S EVANSTON AVE	BLOCK 2 LOT 20	10662	14216 S DELAWARE PL
BLOCK 1 LOT 7	8450	14195 S EVANSTON AVE	BLOCK 2 LOT 21	12058	14230 S DELAWARE PL
BLOCK 1 LOT 8	8450	14213 S EVANSTON AVE	BLOCK 2 LOT 22	11244	14244 S DELAWARE PL
BLOCK 1 LOT 9	8450	14227 S EVANSTON AVE	BLOCK 2 LOT 23	12042	14258 S DELAWARE PL
BLOCK 1 LOT 10	8450	14241 S EVANSTON AVE	BLOCK 2 LOT 24	11013	14272 S DELAWARE PL
BLOCK 1 LOT 11	8450	14255 S EVANSTON AVE	BLOCK 2 LOT 25	10616	14286 S DELAWARE PL
BLOCK 1 LOT 12	8450	14269 S EVANSTON AVE	BLOCK 2 LOT 26	9984	14290 S DELAWARE PL
BLOCK 1 LOT 13	9100	14283 S EVANSTON AVE			
BLOCK 1 LOT 14	11202	14297 S EVANSTON AVE			
BLOCK 2 LOT 1	9538	2847 E 141ST CT S	BLOCK 3 LOT 1	9616	14214 S EVANSTON AVE
BLOCK 2 LOT 2	9152	2843 E 141ST CT S	BLOCK 3 LOT 2	8450	14228 S EVANSTON AVE
BLOCK 2 LOT 3	9142	2839 E 141ST CT S	BLOCK 3 LOT 3	8450	14242 S EVANSTON AVE
BLOCK 2 LOT 4	9131	2835 E 141ST CT S	BLOCK 3 LOT 4	8450	14256 S EVANSTON AVE
BLOCK 2 LOT 5	8685	2831 E 141ST CT S	BLOCK 3 LOT 5	8450	14270 S EVANSTON AVE
BLOCK 2 LOT 6	16868	2827 E 141ST CT S	BLOCK 3 LOT 6	10271	14284 S EVANSTON AVE
BLOCK 2 LOT 7	12557	2823 E 141ST CT S	BLOCK 3 LOT 7	10422	14285 S DELAWARE PL
BLOCK 2 LOT 8	15792	2826 E 141ST CT S	BLOCK 3 LOT 8	8707	14271 S DELAWARE PL
BLOCK 2 LOT 9	9182	2830 E 141ST CT S	BLOCK 3 LOT 9	8487	14257 S DELAWARE PL
BLOCK 2 LOT 10	8937	2834 E 141ST CT S	BLOCK 3 LOT 10	8450	14243 S DELAWARE PL
BLOCK 2 LOT 11	8937	2838 E 141ST CT S	BLOCK 3 LOT 11	8450	14229 S DELAWARE PL
BLOCK 2 LOT 12	8937	2842 E 141ST CT S	BLOCK 3 LOT 12	9616	14215 S DELAWARE PL
BLOCK 2 LOT 13	9491	2846 E 141ST CT S	RESERVE A	127961	
BLOCK 2 LOT 14	9491	2839 E 142ND ST S	RESERVE B	8522	2910 E 143RD ST S

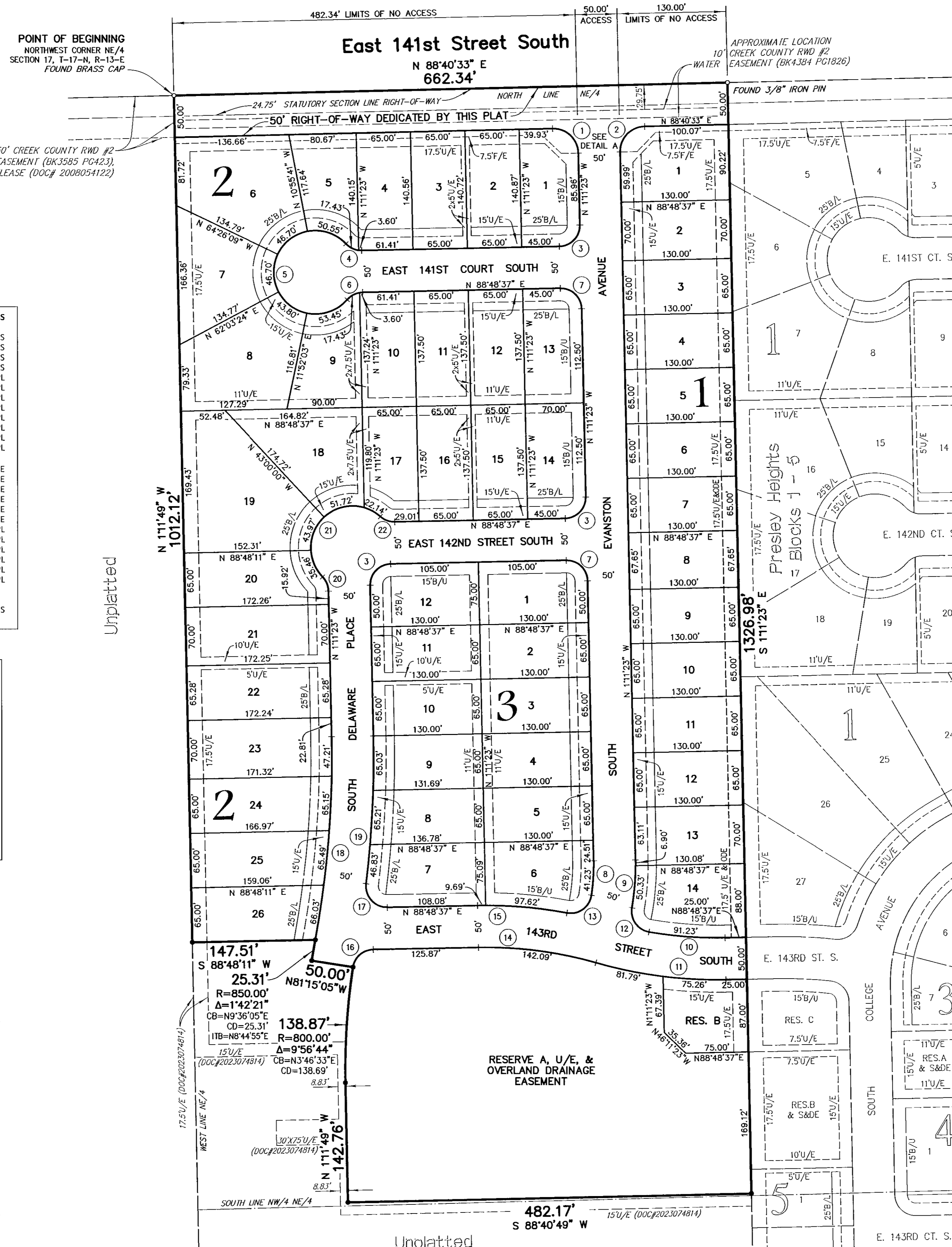


Detail A
SCALE: 1"=40'

Notes:

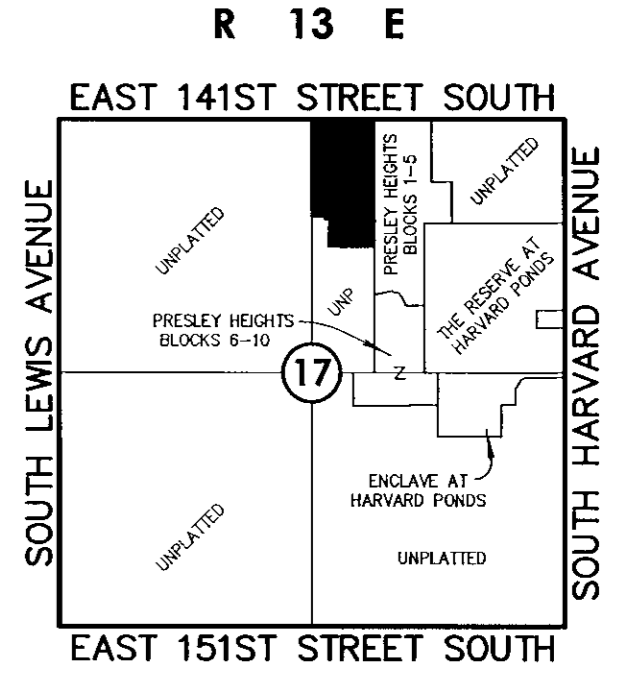
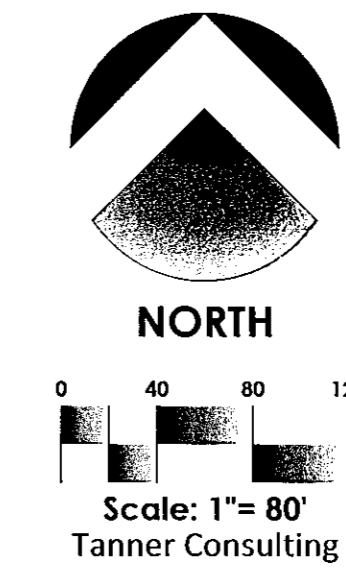
- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- 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:
 - FOUND BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
 - FOUND BRASS CAP AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17; THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'33" EAST.
- 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 141ST STREET SOUTH, BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT, AND BY EAST 143RD STREET SOUTH, BEING A PUBLIC STREET.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.
- PART OF THAT CERTAIN "GENERAL UTILITY EASEMENT" GRANTED TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, DATED THE 29TH DAY OF AUGUST, 2023, AND FILED OF RECORD SEPTEMBER 15, 2023, AS DOCUMENT NO. 2023074814 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, IS CONTAINED WITHIN THE LEGAL DESCRIPTION FOR THE BOUNDARY OF "PRESLEY HEIGHTS WEST BLOCKS 1-3". SAID PART TERMINATES AUTOMATICALLY UPON THE FILING OF RECORD OF THIS PLAT IN THE RECORDS OF SAID COUNTY CLERK, AS PROVIDED IN SAID EASEMENT, AND THIS IS NOT REPRESENTED HEREON.

DATE OF PREPARATION: December 11, 2023



BXPUD-21.10
Presley Heights West
 Blocks 1-3

PART OF THE NORTHEAST QUARTER (NE/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



LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- DA DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- F/E FENCE EASEMENT
- ITB INITIAL TANGENT BEARING
- ODE OVERLAND DRAINAGE EASEMENT
- RES RESERVE
- R/W RIGHT-OF-WAY
- RWD RURAL WATER DISTRICT
- S&DE STORM AND DRAINAGE EASEMENT
- U/E UTILITY EASEMENT
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Location Map

Scale: 1"=2000'

SUBDIVISION CONTAINS:

- FIFTY-TWO (52) LOTS
- IN THREE (3) BLOCKS
- WITH (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 18.884 ACRES

OWNER:

141st Bixby, LLC
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 MIKE WALLACE, MANAGER
 114 South 3rd Street
 Jenks, Oklahoma 74037
 Phone: (918)298-6100

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 \$146.00 per trust receipt no.17497 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: 1/2/2024
 John M. Fothergill
 Tulsa County Treasurer
 By: *[Signature]*
 Deputy

STATE OF OKLAHOMA
 COUNTY OF TULSA
 I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the *11th* day of *January* 2024
 MICHAEL WILLIS, Tulsa County Clerk
[Signature] Deputy

FINAL PLAT
CERTIFICATE OF APPROVAL

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

on *August 28 2023*
[Signature]
MAYOR-VICE MAYOR

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

[Signature]
CITY MANAGER-CITY CLERK

Presley Heights West Blocks 1-3

PART OF THE NORTHEAST QUARTER (NE/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:

141ST BIXBY, 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 NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, CITY OF BIXBY, 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 NE/4; THENCE NORTH 88°40'33" EAST, AND ALONG THE NORTH LINE OF THE NE/4, FOR A DISTANCE OF 662.34 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF "PRESLEY HEIGHTS BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6831); THENCE SOUTH 1°11'23" EAST, AND ALONG THE WEST LINE OF SAID "PRESLEY HEIGHTS BLOCKS 1-5", FOR A DISTANCE OF 1326.98 FEET; THENCE SOUTH 88°40'49" WEST, FOR A DISTANCE OF 482.17 FEET; THENCE NORTH 1°11'49" WEST, FOR A DISTANCE OF 142.76 FEET TO A POINT OF CURVATURE;

THENCE ALONG AN 800.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 9°56'44"; A CHORD BEARING AND DISTANCE OF NORTH 3°46'33" EAST FOR 136.69 FEET, FOR AN ARC DISTANCE OF 138.87 FEET; THENCE NORTH 81°15'05" WEST, FOR A DISTANCE OF 50.00 FEET; THENCE ALONG AN 850.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 8°44'55" EAST, A CENTRAL ANGLE OF 1°42'21", A CHORD BEARING AND DISTANCE OF NORTH 9°36'05" EAST FOR 25.31 FEET, FOR AN ARC DISTANCE OF 25.31 FEET; THENCE SOUTH 88°48'11" WEST, FOR A DISTANCE OF 147.51 FEET TO A POINT ON THE WEST LINE OF THE NE/4; THENCE NORTH 1°11'49" WEST, AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1012.12 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 822,575 SQUARE FEET OR 18.884 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:

- BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
- BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'33" EAST.

141ST BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCEDES RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "PRESLEY HEIGHTS WEST BLOCKS 1-3", 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 AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE PUBLIC 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, ERRECTED, 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

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE WEST AND NORTH PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF EAST 141ST STREET SOUTH 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 SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATIONS, AND GAS LINES SHALL BE LOCATED

UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

- 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.

- 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.

- THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OR RESERVE AREA OWNER 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.

- 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 AND RESERVE AREA WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 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 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, SANITARY SEWER MAIN, OR 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, SANITARY SEWER MAIN, OR 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.

- 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 AND 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.

- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT AND 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.

- 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 WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

- ALL 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.

- ALL SANITARY SEWER LINES AND 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.
- THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND 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 OWNERS OF EACH LOT AND RESERVE AREA AGREE 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. FENCE AND LANDSCAPE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT TO THE HOMEOWNERS' ASSOCIATION THE FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "E/" ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND OF THE ASSOCIATION. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, IRRIGATION SYSTEMS, LIGHTING, SIGNAGE, AND LANDSCAPING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG LOTS IN THE SUBDIVISION WHICH CONTAIN SUCH EASEMENTS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

G. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

H. RESERVE AREAS AND OVERLAND DRAINAGE EASEMENTS

1. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES A AND B ARE DESIGNATED AND CREATED FOR VARIOUS PURPOSES INCLUDING PROVIDING FOR STORMWATER DRAINAGE AND DETENTION, LANDSCAPING, OPEN SPACE, PRIVATE RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF BIXBY, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

- THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENTS ON, OVER AND ACROSS THOSE AREAS AS DEPICTED AND SO IDENTIFIED ON THE ACCOMPANYING PLAT, INCLUDING, WITHOUT LIMITATION, RESERVE A, 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.

- THE DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND 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.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN OVERLAND 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.

- RESERVES A AND B, AND THE STORMWATER DRAINAGE AND DETENTION, PRIVATE RECREATIONAL, AND ALL OTHER FACILITIES AND IMPROVEMENTS THEREIN LOCATED, SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE RESERVE AREAS ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE RESERVE AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN RESERVES A AND B AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION II. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.10 ("PRESLEY HEIGHTS WEST") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.10 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON AUGUST 16, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 23, 2021, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2361) APPROVED AUGUST 23, 2021, 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 OWNER/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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

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

A. 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-21.10, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-21.10 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS

THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE RS-3 ZONING DISTRICT ZONING REGULATIONS AS EXIST IN THE CITY OF BIXBY ZONING CODE AS OF JULY 20, 2021.

C. ADDITIONAL DEVELOPMENT STANDARDS

A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. 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 FLOOR OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED AND LIVING AREA.

THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERRECTED 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.

D. 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.

E. CITY DEPARTMENT REQUIREMENTS

DEVELOPMENT WITHIN THE PUD SHALL COMPLY WITH ALL CITY OF BIXBY STANDARDS AND THE REQUIREMENTS OF ALL CITY DEPARTMENTS.

SECTION III. - PRIVATE USE AND BUILDING 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

- 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.

- NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREOF 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.

- 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 IT 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 ERRECTED, 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. SEASONAL DECORATIONS

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

E. 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 HOMEOWNERS' ASSOCIATION.

F. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

G. ROOF PITCH

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.

BXPUD-21.10

Presley Heights West Blocks 1-3

PART OF THE NORTHEAST QUARTER (NE/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

SECTION III. - PRIVATE BUILDING AND USE RESTRICTIONS (CONTINUED)

- H. 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. SOLAR COLLECTION DEVICES OF ANY KIND ARE PROHIBITED, EXCEPTING SATELLITE DISHES AS PROVIDED ELSEWHERE HEREIN, ROOF-MOUNTED EQUIPMENT INCLUDING BUT NOT LIMITED TO MECHANICAL AND AIR CONDITIONING SYSTEMS, ARE PROHIBITED.
- I. ROOFTOP PROTRUSIONS**
METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE, SUCH AS VENTS AND HOODS, SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).
- J. ON-SITE CONSTRUCTION**
NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.
- K. OUTBUILDINGS**
OUTBUILDINGS ARE PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- L. SWIMMING POOLS**
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
- M. FENCING**
ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE, OR THE MORE RESTRICTIVE REQUIREMENTS PRESENTED HEREIN. 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. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM THE SIDE YARD LOT LINE ABUTTING A STREET. ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND 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.
- N. GROUND-MOUNTED SOLAR COLLECTION DEVICES**
GROUND-MOUNTED SOLAR COLLECTION DEVICES CONNECTED TO THE ELECTRICAL SYSTEM OF THE HOUSE OR POWER GRID ARE PROHIBITED. SMALL GROUND-MOUNTED SOLAR COLLECTION DEVICES ILLUMINATING LANDSCAPING OR BUILDING EXTERIORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.
- 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. WAIVER. 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 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 FOR 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 WITHIN 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.
- 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 OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.
- Y. MATERIALS AND STORAGE**
NO LOT SHALL BE USED FOR THE STORAGE OF CONSTRUCTION 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 OR SUCH OTHER AREA AS MAY BE DESIGNATED BY THE OWNER/DEVELOPER. 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 STREET RIGHTS OF WAY.

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 "PRESLEY HEIGHTS BLOCKS 1-5", PLAT NO. 6831 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS BLOCKS 6-10", PLAT NO. 6986 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS WEST BLOCKS 1-3", 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, FENCE AND LANDSCAPE EASEMENTS, 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 "PRESLEY HEIGHTS BLOCKS 1-5," "PRESLEY HEIGHTS BLOCKS 6-10", 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 GRANTEEES, 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 II. PUD RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.10 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-21.10 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS 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 "PRESLEY HEIGHTS WEST BLOCKS 1-3" OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III. 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 JULY 20, 2021.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 11TH DAY OF DECEMBER, 2023.

141ST BIXBY, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

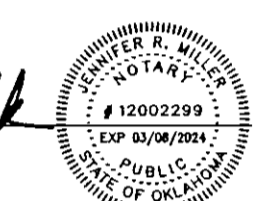
BY: Mike Wallace
MIKE WALLACE, MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11TH DAY OF DECEMBER, 2023, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 141ST BIXBY, 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 141ST BIXBY, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024
MY COMMISSION EXPIRES

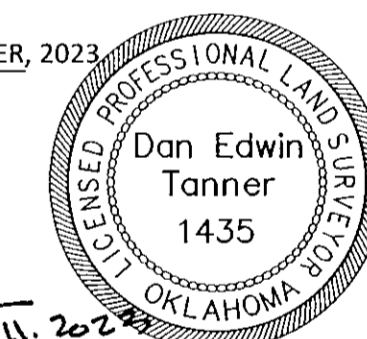
Jimmie R. Miller
NOTARY PUBLIC



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 "PRESLEY HEIGHTS WEST BLOCKS 1-3", 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 11TH DAY OF DECEMBER, 2023.

BY: Dan E. Tanner
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 11TH DAY OF DECEMBER, 2023, 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.

03/08/2024
MY COMMISSION EXPIRES

Jimmie R. Miller
NOTARY PUBLIC

