

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ONE	OVERLAND DRAINAGE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
○	FOUND MONUMENT
●	SET MONUMENT



FIFTY-FIVE (55) LOTS
IN FIVE (5) BLOCKS
WITH THREE (3) RESERVE AREAS
GROSS SUBDIVISION AREA: 16.4

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
Bixby 161, LLC
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



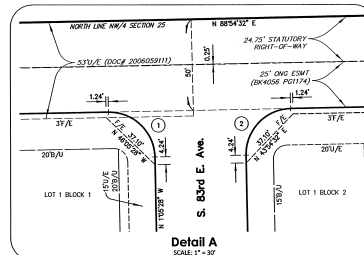
deposit.

Dated: 06/26/2011
Drumis Smith
Tulsa County Treasurer
By: 
Deputy





AREA LABEL	AREA [5F]	ADDRESS
BLOCK 3 LOT 6	7,620	8404
BLOCK 3 LOT 7	7,620	8408
BLOCK 3 LOT 8	7,620	8412
BLOCK 3 LOT 9	7,255	8416
BLOCK 3 LOT 10	8,255	8420
BLOCK 3 LOT 11	7,620	8504
BLOCK 3 LOT 12	8,255	8508
BLOCK 3 LOT 13	7,620	8516
BLOCK 3 LOT 14	8,255	8518
BLOCK 3 LOT 15	8,255	8520
BLOCK 3 LOT 16	7,620	8528
BLOCK 3 LOT 17	7,620	8530
BLOCK 3 LOT 18	7,620	8534
BLOCK 3 LOT 19	7,477	8538
BLOCK 4 LOT 1	7,619	8607
BLOCK 4 LOT 2	7,620	8611
BLOCK 4 LOT 3	7,620	8615
BLOCK 4 LOT 4	7,620	8709
BLOCK 4 LOT 5	7,620	8705
BLOCK 4 LOT 6	7,620	8713
BLOCK 4 LOT 7	9,578	8717
BLOCK 4 LOT 8	7,552	8721
BLOCK 4 LOT 9	7,552	8725
BLOCK 4 LOT 10	6,827	16213
BLOCK 4 LOT 11	6,827	16217
BLOCK 4 LOT 12	6,800	16221
BLOCK 4 LOT 13	7,557	16235
BLOCK 5 LOT 1	7,566	16203



CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BG)(C)	CHORD(S)
1	39.27	25.00	90°00'00"	N46°05'28"W	35.36
2	39.27	25.00	90°00'00"	N47°04'52"E	35.36
3	47.12	30.00	90°00'00"	N46°05'28"E	42.43
4	16.09	25.00	36°52'12"	N43°54'32"E	42.43
5	16.09	25.00	36°52'12"	N70°28'26"E	15.81
6	142.77	50.00	163°35'47"	N46°09'47"W	98.98
7	16.09	25.00	36°52'12"	N17°12'03"E	15.81
8	39.27	25.00	90°00'00"	N46°14'05"W	35.36
9	39.27	25.00	90°00'00"	N43°45'55"E	35.36

I hereby certify that this plat was approved
by the City Council of the City of Bixby.
on Jan. 13, 2020

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

Jared C. Coates
CITY MANAGER-CITY CLERK

Robinson Ranch I
SHEET 1 OF 3

Robinson Ranch

BXPUD-16.05

PORTS OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25) 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 AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT BIXBY 161, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), 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 NORTHEAST CORNER OF SAID NW/4; THENCE SOUTH 1°14'05" EAST AND ALONG THE EAST LINE OF THE NW/4, FOR A DISTANCE OF 384.93 FEET; THENCE SOUTH 88°45'55" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 230.00 FEET; THENCE NORTH 2°14'05" WEST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 333.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°51'23"; A CHORD BEARING AND DISTANCE OF NORTH 40°04'47" WEST FOR 35.31 FEET, FOR AN ARC DISTANCE OF 39.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°54'32" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4, FOR A DISTANCE OF 486.06 FEET; THENCE SOUTH 7°10'28" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 165.00 FEET; THENCE SOUTH 28°52'17" WEST FOR A DISTANCE OF 25.35 FEET; THENCE SOUTH 88°54'32" WEST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 187.00 FEET; THENCE NORTH 7°02'28" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 89.59 FEET; THENCE SOUTH 88°54'32" WEST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 350.02 FEET; THENCE NORTH 7°10'50" WEST FOR A DISTANCE OF 264.61 FEET TO A POINT ON THE NORTH LINE; THENCE NORTH 88°45'42" EAST AND ALONG THE NORTH LINE, FOR A DISTANCE OF 2310.43 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 718.842 SQUARE FEET, OR 16.494 ACRES.

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

A) FOUND CHISELED "X" AT THE NORTHWEST CORNER OF SECTION 25;

B) FOUND ODOT BRASS CAP AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°54'32" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "ROBINSON RANCH L," A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBMITS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREINAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY GRANT, DONATE, CONVEY, AND DEDICATE FOR PUBLIC USE THE STREETS RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UT" 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 VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS. PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-DISTRICTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTIGUOUS EXISTING UPON THE ACCOMPANYING PLAT, OR ANY CONSTRUCTION ACTIVITY WHICH WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN, OR STORM SEWERS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTIGUOUS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, 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, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNERS EXPENSE.

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

4. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE 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.

5. THE FOREGOING COVENANTS SET FORTH IN THE SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HERETO.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE RIGHTS-OF-WAY OF EAST 161ST STREET SOUTH AND WITHIN THE PERMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL UTILITY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

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

3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT 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 ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNERS 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNERS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HERETO.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BIXBY OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BIXBY, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LIMIT") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE LOT OR RESERVE AREA OWNER, OR BY THE CITY OF BIXBY, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND HERETO.

F. FENCE EASEMENTS

THE OWNER DOES HEREBY ESTABLISH AND GRANT, TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND TO THE HOME OWNERS ASSOCIATION AS HEREIN SET FORTH AND UPON THE AREAS DESIGNATED AS "FENCE EASEMENT" OR "FET" AND SHOWN ON THE ACCOMPANYING PLAT, THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSES OF CONSTRUCTING AND MAINTAINING PERMITTED DECORATIVE FENCES AND ENTRY FEATURES INCLUDING SIGNAGE, TO SIGNAGE, FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING, AND LIGHTING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER,

ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE AND LANDSCAPE EASEMENTS, THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FENCES AND WALLS AND ENTRY FEATURES AND ALL LANDSCAPING LOCATED OUTSIDE OF SUCH FENCES AND WALLS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

G. RESERVE AREAS

1. RESERVES A, B, AND C, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND ARE HEREBY ESTABLISHED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION II. HEREIN.

2. RESERVES A, B, AND C ARE RESERVED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PATHS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SPRINKLING, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

3. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINAFTER.

4. RESERVES B AND C, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINAFTER.

5. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

6. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRIORATED UPON THE RESIDENTIAL LOT OWNERS WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

7. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF BIXBY, OKLAHOMA, 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 THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT 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 OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

H. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BIXBY, OKLAHOMA, PROVIDED THAT, WHERE CONCURRENT WITH TRAIL EASEMENTS OR UTILITY EASEMENTS, NON-OBSTRUCTING TRAILS AND/OR NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION II. HEREIN, AT ITS EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PAVED TRAILS AND ANY OTHER APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG THE EASEMENT AS SET FORTH IN SECTION II. HEREIN, THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF RESERVE A AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, THAT OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED.

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.

- b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- c. DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
- d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTRATION OF GRADE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE HOME OWNERS ASSOCIATION. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRIORATED UPON THE RESIDENTIAL LOT OWNERS WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

I. PRIVATE DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BIXBY, OR ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "PRIVATE DRAINAGE EASEMENT" OR "PDE" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE SWALES AND OTHER FACILITIES LOCATED WITHIN THE PRIVATE DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN A PRIVATE DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE SWALES AND OTHER FACILITIES LOCATED WITHIN THE PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION III. HEREIN, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. AT A MINIMUM, CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

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

5. ALL LANDSCAPING (EXCEPT THE PLANTING OF TURF) WITHIN THE PRIVATE DRAINAGE EASEMENTS SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

6. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DRAINAGE FACILITIES WITHIN A PRIVATE DRAINAGE EASEMENT, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A PRIVATE DRAINAGE EASEMENT, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO TIMELY PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE OWNERS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRIORATED UPON THE RESIDENTIAL LOT OWNERS WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

7. THE COVENANTS SET FORTH IN THIS SUBSECTION I. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HERETO.

J. TRAIL EASEMENT

THE OWNER DOES HEREBY ESTABLISH, GRANT, AND DEDICATE TO THE CITY OF BIXBY, OKLAHOMA, A PERPETUAL, NON-EXCLUSIVE TRAIL EASEMENT OVER UPON THE AREA DESIGNATED AS "TRAIL EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT. THE TRAIL EASEMENT IS FOR THE LIMITED PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PAVED TRAILS AND ANY OTHER APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG THE EASEMENT AS SET FORTH IN SECTION II. HEREIN, THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF RESERVE A AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, THAT OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED.

Robinson Ranch I

BXPUD-16.05

PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-FIVE (25)
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 II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "ROBINSON RANCH I" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.05 (FRANKE RANCH) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-16.05 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DECEMBER 19, 2016, AND APPROVED BY THE BIXBY CITY COUNCIL ON APRIL 10, 2017 WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2232) APPROVED APRIL 24, 2017, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT 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 PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER 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, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

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

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

ROBINSON RANCH I SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-16.05, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-16.05 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF ROBINSON RANCH I SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON APRIL 10, 2017.

B. DEVELOPMENT STANDARDS (BXPUD-16.05 DEVELOPMENT AREA A)

GROSS LAND AREA: 128.70 ACRES

PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE RS ZONING DISTRICTS INCLUDING THOSE USES LISTED AS PERMISSIBLE ACCESSORY USES, AS WELL AS AREA WIDE USES BY RIGHT.

MAXIMUM NUMBER OF LOTS: 525: 379 AT 60 FEET, 87 AT 65 FEET, 59 AT 70 FEET

MINIMUM LOT WIDTH: 60 FEET

MINIMUM LOT SIZE: 6,600 SQUARE FEET

MAXIMUM BUILDING HEIGHTS: 2 STORIES AND 35 FEET

OFF-STREET PARKING AND FRONT YARD COVERAGE:
MINIMUM OF 2 PARKING ENCLOSED OFF-STREET SPACES REQUIRED PER DWELLING UNIT

MINIMUM LIVABILITY SPACE: 2,000 SQUARE FEET

MINIMUM SETBACKS:

FRONT YARD: 20 FT

REAR YARD: 20 FT

SIDE YARD ABUTTING STREET: 15 FT

SIDE YARD NOT ABUTTING STREET: 5 FT

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS DISTRICTS

MINIMUM DWELLING SIZE: 1,175 SQUARE FEET

MINIMUM MASONRY FIRST FLOOR:
ALL HOME EXTERIORS SHALL BE 100% MASONRY UP TO THE FIRST FLOOR PLATE LINE.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. PARKS & AMENITIES

BAUSCH COLEMAN HOMES IS COMMITTED TO CREATING NEIGHBORHOOD PARKS AND PLAYGROUNDS THAT FAMILIES AND NEIGHBORS CAN ENJOY TOGETHER. ROBINSON RANCH WILL CONTAIN AT LEAST 4 ACRES OF COMMON PARKLAND, WITH A COMMERCIAL GRADE PLAYGROUND STRUCTURE AND BASKETBALL COURT. OTHER AMENITIES THAT MAY BE INCLUDED ARE BENCHES

AND COMMUNITY PAVILION. FURTHER, A 30-FOOT WIDE TRAIL EASEMENT IS BEING DEDICATED TO ALLOW FOR FUTURE TRAIL CONSTRUCTION.

2. SIGNS

COMMERCIAL SIGNS SHALL BE PERMITTED IN ACCORDANCE WITH THE BIXBY ZONING CODE STANDARDS OF USE UNIT 21 AND THE CD DISTRICT FOR BUSINESS SIGNS.

RESIDENTIAL SUBDIVISION ENTRANCE SIGNS SHALL BE PERMITTED ALONG MEMORIAL DRIVE AND 161ST STREET AND SHALL COMPLY WITH THE BIXBY ZONING CODE. AT LEAST TWO PROMINENT MASONRY ENTRY SIGNS SHALL BE CONSTRUCTED.

3. LANDSCAPING AND SCREENING

A LANDSCAPE PLAN SHALL BE SUBMITTED TO THE CITY DURING THE SITE PLAN AND PLATTING REVIEWS. THE PLANS WILL BE DESIGNED TO ENHANCE THE APPEARANCE OF BOTH THE DEVELOPMENT AND THE MEMORIAL DRIVE AND 161ST STREET CORRIDORS.

DEVELOPMENT AREA "A": THE COMMERCIAL PROPERTY SHALL BE DEVELOPED IN ACCORDANCE WITH BIXBY ZONING CODE CHAPTER 12, LANDSCAPE REQUIREMENTS AND SHALL ALSO INCLUDE A 10' LANDSCAPE AREA, WHICH EXTENDS ALONG THE ENTIRETY OF BOTH ABUTTING STREET RIGHTS-OF-WAY (MEMORIAL DRIVE AND 161ST STREET), EXCEPT AT VEHICULAR ACCESS POINTS.

DEVELOPMENT AREA "B": THE RESIDENTIAL PROPERTY SHALL BE DEVELOPED IN ACCORDANCE WITH BIXBY ZONING CODE CHAPTER 12, LANDSCAPE REQUIREMENTS, INCLUDING THE REQUIREMENT FOR A 15' LANDSCAPE BUFFER ALONG MEMORIAL DRIVE, AS INDICATED ON THE CONCEPT PUD PLAN. THE MAIN ENTRANCES INTO THE RESIDENTIAL AREA SHALL BE LANDSCAPED WITH TREES THAT MEET THE MINIMUM SIZE REQUIREMENTS OUTLINED IN CHAPTER 12. A LANDSCAPE BED SHALL ALSO BE PROVIDED IN FRONT OF ANY SUBDIVISION ENTRANCE SIGN. FURTHER, THE NEIGHBORHOOD PARKS DIRECTED IN THE CONCEPT PLAN SHALL BE INSTALLED AT THE TIME THAT ADJACENT LOTS ARE DEVELOPED AND PLANTED.

TREE PRESERVATION AND REMOVAL SHALL BE GOVERNED BY THE STANDARDS OF CHAPTER 12.

A 6 FOOT TALL WOOD-BORD FENCE SHALL BE INSTALLED ALONG THE BOUNDARY OF ALL RESIDENTIAL LOTS WHICH ABUT THE PLANNED COMMON PROPERTY. ALONG 161ST STREET SOUTH AND MEMORIAL DRIVE MASONRY COLUMNS WILL BE ADDED EVERY 100 FEET. THIS SHALL BE COMPLETED PRIOR TO OCCUPANCY WITHIN THE COMMERCIAL PROPERTIES SHALL BE IN ACCORDANCE WITH CITY REGULATIONS.

4. CITY DEPARTMENT REQUIREMENTS

UNLESS SPECIFIED OTHERWISE WITHIN THE PUD DOCUMENT, THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH OTHER LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING THOSE OF THE FIRE DEPARTMENT AND CITY ENGINEER.

5. STREETS

STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY REGULATIONS. CONCRETE SIDEWALKS WILL BE IN PLACE ALONG 161ST STREET SOUTH AND MEMORIAL DRIVE IN ACCORDANCE WITH CITY REGULATIONS.

SECTION III. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION TO BE KNOWN AS ROBINSON RANCH PROPERTY OWNERS ASSOCIATION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE. FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO, OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTINGENT THAT ADDITIONAL RESIDENTIAL PURPOSES, MAY BE ANNEXED BY THE OWNER OR ITS ASSIGNEE TO THE SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER OR ITS ASSIGNEE BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN ROBINSON RANCH I, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A RESIDENTIAL LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE DEBITED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF

RESIDENTIAL LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAN, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DRAINAGE FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAN, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I AND II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I AND II, AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, BIXBY 161, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 11th DAY OF MAY, 2022.

BIXBY 161, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY DAVID C. FRYE
DAVID C. FRYE, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

ON THIS 11th DAY OF MAY, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED DAVID C. FRYE, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT HE WAS THE MANAGER OF BIXBY 161, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND HE RESPECTIVELY ACKNOWLEDGED TO ME THAT HE HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS 11th DAY OF MAY, 2020.

7-12-2023
MY COMMISSION EXPIRES

Don Edwin Tanner
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 "ROBINSON RANCH I," 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 7 DAY OF MAY, 2020.



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

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 7 DAY OF MAY, 2020, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR 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

Samuel N. Miller
NOTARY PUBLIC

