

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
ODE	OVERLAND DRAINAGE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
○	FOUND MONUMENT (SEE NOTE #2)
●	SET MONUMENT



Location Map
Scale: 1"= 2000'



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

SUBDIVISION CONTAINS:

SIXTY-SIX (66) LOTS

IN SIX (6) BLOCKS
WITH FOUR (4) REEFER AREAS

GROSS SUBDIVISION AREA: 16.580 ACRES

BXPUD-16.05

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

Bixby 161, LLC

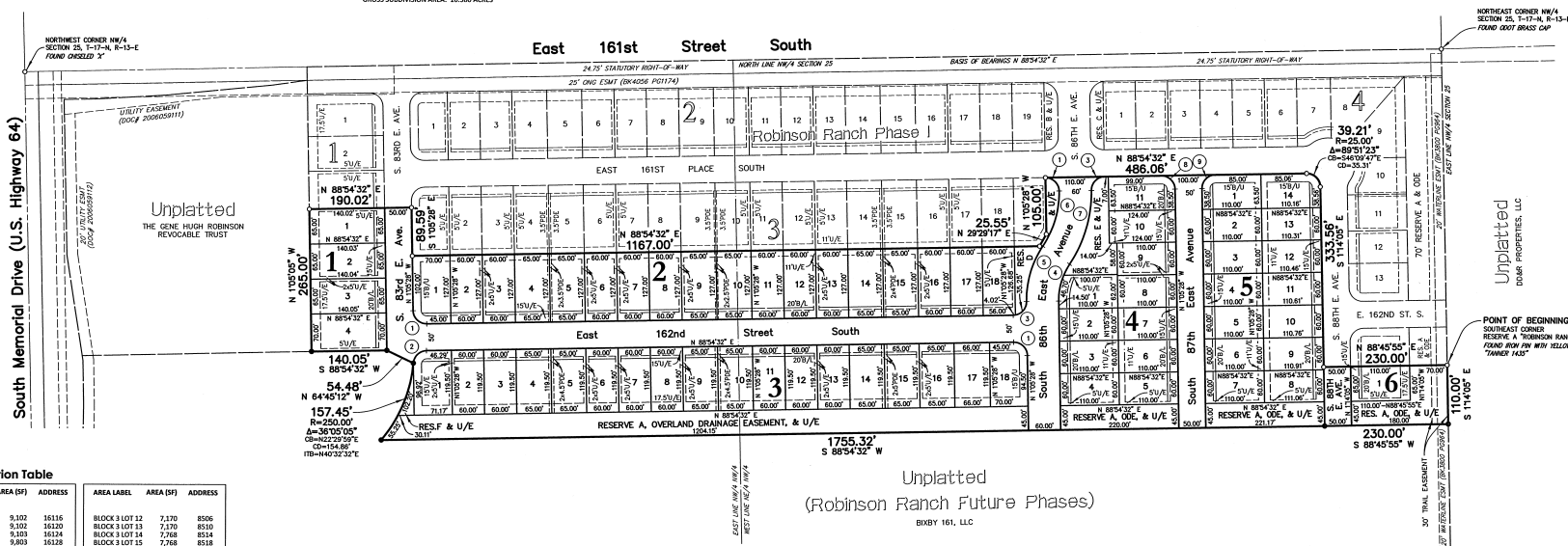
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RAUSCHCOLEMAN.COM

4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703

Tanner Consulting, LLC

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERPALS.COM

5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



AREA LABEL	AREA (SF)	ADDRESS	AREA LABEL	AREA (SF)	ADDRESS
BLCK10 LOT 1	9,102	16116	BLCK10 LOT 12	7,170	8506
BLCK10 LOT 2	9,102	16118	BLCK10 LOT 13	7,170	8508
BLCK10 LOT 3	9,103	16124	BLCK10 LOT 14	7,178	8514
BLCK10 LOT 4	9,103	16126	BLCK10 LOT 15	7,178	8516
BLCK10 LOT 5	8,756	8301	BLCK10 LOT 16	7,178	8522
BLCK10 LOT 7	7,620	8305	BLCK10 LOT 18	8,311	8530
BLCK10 LOT 8	7,620	8309	BLCK10 LOT 1	6,665	16125
BLCK10 LOT 4	8,355	8313	BLCK10 LOT 2	6,665	16127
BLCK10 LOT 5	8,355	8315	BLCK10 LOT 3	6,660	16129
BLCK10 LOT 6	7,620	8401	BLCK10 LOT 4	6,660	16131
BLCK10 LOT 7	7,620	8403	BLCK10 LOT 5	6,660	16132
BLCK10 LOT 8	7,620	8409	BLCK10 LOT 6	6,660	16134
BLCK10 LOT 9	7,620	8411	BLCK10 LOT 7	6,660	16136
BLCK10 LOT 10	8,355	8417	BLCK10 LOT 8	6,660	16138
BLCK10 LOT 11	8,355	8419	BLCK10 LOT 9	6,660	16140
BLCK10 LOT 12	8,355	8503	BLCK10 LOT 10	6,660	16142
BLCK10 LOT 13	8,355	8505	BLCK10 LOT 11	7,740	16120
BLCK10 LOT 14	8,355	8511	BLCK10 LOT 1	6,851	16111
BLCK10 LOT 15	8,355	8517	BLCK10 LOT 2	6,851	16113
BLCK10 LOT 16	7,620	8521	BLCK10 LOT 3	6,660	16119
BLCK10 LOT 17	7,620	8523	BLCK10 LOT 4	6,660	16121
BLCK10 LOT 18	7,620	8529	BLCK10 LOT 5	6,660	16123
BLCK10 LOT 1	8,374	8301	BLCK10 LOT 6	6,660	16125
BLCK10 LOT 2	8,370	8303	BLCK10 LOT 7	6,660	16127
BLCK10 LOT 3	7,170	8306	BLCK10 LOT 8	6,660	16129
BLCK10 LOT 4	7,170	8310	BLCK10 LOT 9	6,660	16131
BLCK10 LOT 5	7,768	8315	BLCK10 LOT 10	6,660	16133
BLCK10 LOT 6	7,768	8317	BLCK10 LOT 11	6,812	16126
BLCK10 LOT 7	7,170	8406	BLCK10 LOT 12	6,812	16128
BLCK10 LOT 8	7,170	8410	BLCK10 LOT 13	6,814	16130
BLCK10 LOT 9	7,768	8414	BLCK10 LOT 14	6,815	16134
BLCK10 LOT 10	7,768	8418			
BLCK10 LOT 11	7,770	8502			

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27	25.00	90°00'00"	N46°05'28"W	35.36
2	36.85	25.00	84°27'05"	N46°41'00"E	33.60
3	42.09	25.00	90°00'00"	N45°54'32"E	35.36
5	108.57	118.56	34°50'00"	N16°19'37"E	70.98
6	108.57	178.56	34°50'00"	N15°19'37"E	106.90
7	145.05	238.56	34°50'00"	N15°19'37"E	142.82
8	39.27	25.00	90°00'01"	N46°05'27"W	35.36
9	39.27	25.00	90°00'01"	N45°54'32"E	35.36

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.

3. THIS PLAN MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSES FOR SURVEYING.
4. ALL PROPERTY CORNERS ARE SET OR FOUND "3/4" IRON REBAR WITH YELLOW CAP STAMPEDED "TANNER 1433" UNLESS OTHERWISE NOTED.
5. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ARIZONA ZONE (NAD83) (NORTH ARIZONA DATUM 83) (NAD83). SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - (a) CHISEL #1 FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 25;
 - (b) ODOT BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 25;
6. THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 89°34'43" EAST.
7. ACCESS SHOWN ON THIS PLAN WERE ACCURATE AT THE TIME THE PLAN WAS FILED. ACCESS SUBJECT TO CHANGING AND SHOULD HOWEVER BE RELEIED ON IN PLACE OF THE LEGAL DESCRIPTION.
8. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY ROUTE 8300 EAST AVENUE, EAST 141ST PLACE, NORTH OF CHANDLER AVENUE, ALL BEING PROVIDED BY DEEDS.

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 \$32,710.00 per trust receipt no.16716 to be applied to 2021 taxes. This certificate is NOT to be construed as payment of 2021 taxes in full but is given in order that this plat may be filed on record. 2021 taxes may exceed the amount of the security deposit.

John M. Fothergill
Tulsa County Treasurer
By: *Carolee Jones*
Deputy

I hereby certify that this plat was approved
by the City Council of the City of Bixby.
on Aug. 16, 2021

MAYOR-VICE MAYOR

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

James J. Gable
CITY MANAGER-CITY CLERK

Robinson Ranch II
SHEET 1 OF 3

BXPUD-16.05

Robinson Ranch II

PART OF THE NORTHWEST QUARTER (NW¼) 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 (NW¼) 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 SOUTHEAST CORNER OF RESERVE A OF "ROBINSON RANCH I," A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT (PLAT NO. 6916) THEREOF;

THENCE SOUTH 1°14'05" EAST AND ALONG THE EAST LINE OF THE NW¼, FOR A DISTANCE OF 110.00 FEET; THENCE SOUTH 88°40'55" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 230.00 FEET; THENCE SOUTH 88°54'32" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW¼, FOR A DISTANCE OF 1705.32 FEET; THENCE ALONG A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 40°2'32" EAST, A CENTRAL ANGLE OF 30°05'0", A CHORD BEARING AND DISTANCE OF NORTH 22°29'58" EAST FOR 154.86 FEET, FOR AN ARC DISTANCE OF 157.45 FEET; THENCE NORTH 64°40'12" WEST FOR A DISTANCE OF 54.48 FEET; THENCE SOUTH 88°54'32" WEST AND PARALLEL WITH THE NORTH LINE OF SAID NW¼, FOR A DISTANCE OF 140.05 FEET; THENCE NORTH 1°05'05" WEST FOR A DISTANCE OF 265.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT THIRTEEN (13), BLOCK ONE (1) OF SAID "ROBINSON RANCH I";

THENCE ALONG THE SOUTHERLY LINES OF "ROBINSON RANCH I" FOR THE FOLLOWING NINE (9) COURSES: NORTH 88°54'12" EAST AND PARALLEL WITH SAID NORTH LINE FOR A DISTANCE OF 190.00 FEET; THENCE SOUTH 1°00'28" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 89.50 FEET; THENCE NORTH 88°54'32" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 1167.00 FEET; THENCE NORTH 22°29'31" EAST FOR A DISTANCE OF 25.55 FEET; THENCE NORTH 1°00'28" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 162.00 FEET; THENCE NORTH 88°54'32" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 486.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 15.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 88°5'12", A CHORD BEARING AND DISTANCE OF SOUTH 48°04'47" EAST FOR 25.51 FEET, FOR AN ARC DISTANCE OF 89.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°14'05" EAST AND PARALLEL WITH THE EAST LINE OF SAID NW¼, FOR A DISTANCE OF 335.56 FEET; THENCE NORTH 88°56'55" EAST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 722,225 SQUARE FEET, OR 16.580 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (8301), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOGICALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- CHISELED "X" FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF SECTION 25;
- WOOD BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW¼) 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, AND SUBDIVIDED INTO (BIF-VE) (5) LOTS IN FIVE (5) BLOCKS, ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "ROBINSON RANCH II," A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SURRENDERS 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 HEREAFTER 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 STREET 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 "UTL" 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, ELECTRIC FACILITIES WITH THE UTILITY EASEMENTS, 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 PURPOSES OF FURNISHING WATER AND SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERTY-PRIVILEGED PARKING AREAS, LANDSCAPING, SCOTING, FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 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.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, SHALL BE PROHIBITED, AND IT IS 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 OWNERS' EXPENSE.
- 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.

THE CITY OF BIXBY, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, 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.

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

C. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS OF THE 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 IMMEDIATELY-PRECEDING SENTENCE. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AGENTS, OR CONTRACTORS, SHALL HAVE THE RIGHT OF ACCESS TO 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.

- 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 DETERMINED BY 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 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE STRUCTURE.

- 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.

- 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 BE RESPONSIBLE FOR 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.

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

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, ELECTRIC FACILITIES WITH 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. RESERVE AREAS

- RESERVE A, D, E, AND F, 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 RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS' ASSOCIATION AS SET FORTH IN SECTION II, HEREIN.

- RESERVE A, D, E, AND F ARE RESERVED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

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 HEREINAFORE.

- RESERVE D, E, AND F, 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 HEREINAFORE.

- 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 PROVIDED IN SECTION II, HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE TO OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS FROM UTILITY OR OVERLAND DRAINAGE EASEMENT AREAS WITHIN ANY RESERVE AREA.

- 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 THE NECESSARY MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION II, HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE PRIVATE AREA OWNER FAILS TO TIMELY PAY THE COST 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 ENFORCED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, UPON THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PROVIDED UPON THE RESIDENTIAL LOT OWNERS' WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS 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.

F. 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 ADJACENT 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 SAID OWNERS' LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION F. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BIXBY, OKLAHOMA.

G. OVERLAND DRAINAGE EASEMENTS

- 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 PURPOSE 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.

- 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.

- 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, OR ITS SUCCESSORS, AND ANY ALTERATION OF THE GRADE IN THE EASEMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE ASSOCIATION, ON THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, HEREIN, AT ITS EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF OBSTRUCTIONS AND/OR OBSTRUCTIONS TO THE DRAINAGE OF STORMWATER. GROUND MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, OR ADOPTED SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

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

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

- 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, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE 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 THEREOF SHALL BE PAID BY THE HOME OWNERS ASSOCIATION. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO TIMELY PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY 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 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 PROVIDED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

H. PRIVATE DRAINAGE EASEMENTS

- 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.

- 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.

- 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, OR ITS SUCCESSORS.

- DRAINAGE SWALES AND OTHER FACILITIES LOCATED WITHIN THE PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION II, 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:

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

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

- IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN A PRIVATE DRAINAGE EASEMENT, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE THEREIN, 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 PROVIDED UPON THE RESIDENTIAL LOT OWNERS' WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

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

I. TRAIL EASEMENT

THE OWNER DOES HEREBY ESTABLISH, GRANT, AND DEDICATE TO THE CITY OF BIXBY, OKLAHOMA, A PERPETUAL, NON-EXCLUSIVE TRAIL EASEMENT OVER AND UPON THE AREA DESIGNATED AS "TRAIL EASEMENT" OR "TE" ON THE ACCOMPANYING PLAT. THE TRAIL EASEMENT SHALL BE 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 FOR THE USES AND PURPOSES AFORESAID. 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 WITHIN THE TRAIL EASEMENT 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 AN EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "ROBINSON RANCH II" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.05 (PYRAMID 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. 2212) APPROVED APRIL 24, 2017, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INJURING 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 ASSOCIATE 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, ALL FUTURE LOT OWNERS, AND THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-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 THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON APRIL 10, 2017.

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

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 SIZE: 6,000 SQUARE FEET
MINIMUM LOT WIDTH: 60 FEET
MINIMUM 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
AS REQUIRED WITHIN THE RS DISTRICTS
MINIMUM DWELLING SIZE: 1,175 SQUARE FEET
ALL HOME EXTERIORS SHALL BE 100% MASONRY UP TO THE FIRST FLOOR PLATE LINE.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. PARKS & AMENITIES

THE OWNER 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 AND SHADE TREES. THE OWNER SHALL PROVIDE 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 C DISTRICT FOR BUSINESS SIGNS.

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

BXPUD-16.05

Robinson Ranch II

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

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

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 RUD 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 DEPICTED IN THE CONCEPT PLAN SHALL BE INSTALLED AT THE TIME THAT ADJACENT LOTS ARE DEVELOPED AND PLATTED.

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

A 6-FOOT TALL WOOD-BORARD FENCE SHALL BE INSTALLED ALONG THE BOUNDARY OF ALL RESIDENTIAL LOTS WHICH ADJUT THE PLANNED COMMERCIAL PROPERTY. ALONG 161ST STREET SOUTH AND MEMORIAL DRIVE, MASONRY COLUMNS WILL BE ADDED EVERY 100 FEET. THIS SHALL BE COMPLETED PRIOR TO OCCUPANCY OF THE HOMES. SCREENING 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. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCIAL, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNERS IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION (AND EACH LOT), THE SUBDIVISION AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY

MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET BACK LINES SHOWN ON THE RECORDED PLAT.
3. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR. PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ABC.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY ANY HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT IN USE. GARAGES SHALL BE CONSTRUCTED AS STRUCTURES TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK TOWARD THE STREET EXCEPT FOR THE ORIGINAL ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERMITTER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVATE FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNERS' LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX K IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RENTAL OR RENT, OR SIGN USED TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREIN. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE HIGHER THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLE OR ANY OTHER VEHICLE MAY BE PERMITTED TO REMAIN ON ANY LOT OR LOTS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS, THERE SHALL BE NO PARKING OF VEHICLES ON THE DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNERS EXPENSE. PER MUNICIPAL REGULATIONS, NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOVED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLANTINGS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE LOT OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF THEIR LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION IV.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE REQUIRED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL LOT. NO TRASH OR GARBAGE SHALL BE LOCATED IN THE FRONT YARD OF ANY LOT. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

SECTION IV. 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 HAS BEEN OR 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 CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, 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 OR AFFILIATED CORPORATE OWNER) 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 THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, SUCH AS THE PROPERTY DESCRIBED HEREIN, AND THE SUBSEQUENT OWNERS THERETO SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THEREWTH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO THE HOA'S RULES, REGULATIONS AND BYLAWS. THE MEMBER SHALL BE APPURTINANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A 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 THE HOA'S RULES, REGULATIONS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXERCISED 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 LOTS THEREIN, AND WHICH SAID 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 PLAT, 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 PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNERS' ASSOCIATIONS, NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

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

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF THE HOA 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. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SUE ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT IN OR FROM ANY LOT, OR IN ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

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, 2041, 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 SECTION I, PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OR ITS ASSIGNEE AND APPROVED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II SHALL BE DEEMED AMENDED WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-16.05 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-16.05 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL.

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. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS SUBJECT TO OWNER OR OWNERS ASSIGNEE CONSENT. 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 25 DAY OF APRIL, 2021.

BIXBY 161, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY DAVID C. FRYE, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

PLACIE WISLER
Notary Public-Arkansas
Washington County
My Commission Expires 08-20-2027
Commission #1372586

ON THIS 25 DAY OF APRIL, 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE FORESAID 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 RESPECTFULLY 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 FORESAID ON THIS 25 DAY OF APRIL, 2021.

MY COMMISSION EXPIRES 08-20-2027

Placie Wisler
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 II", 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 4 DAY OF FEBRUARY, 2021.

Don Edvin
Tanner
1435
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 4 DAY OF FEBRUARY, 2021, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO ME 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

Dan E. Tanner
NOTARY PUBLIC

Robinson Ranch II
SHEET 3 OF 3

DATE OF PREPARATION: February 3, 2021