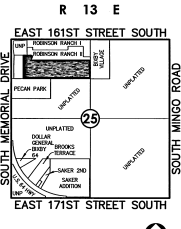




LEGEND

B/L BUILDING LINE
B/U BUILDING LINE & UTILITY
C/E EASEMENT
BK PG BOOK & PAGE
CD CHORD BEARING
CD CHORD DISTANCE
A DELTA ANGLE
DOC DOCUMENT
ESMT EASEMENT
FEMA FEDERAL EMERGENCY
MANAGEMENT AGENCY
ITB INITIAL TANGENT BEARING
O/E OVERLAND DRAINAGE EASEMENT
RES PRIVATE DRAINAGE EASEMENT
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
F FOUND MONUMENT (SEE NOTE #2)
S SET MONUMENT

SUBDIVISION CONTAINS:
ONE HUNDRED THIRTY-TWO (132) LOTS
IN SEVEN (7) BLOCKS
WITH THREE (3) RESERVE AREAS
GROSS SUBDIVISION AREA: 33.011 ACRES

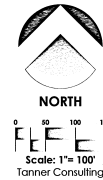


Robinson Ranch III

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:
Tulsa I. Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@BCHL.COM
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

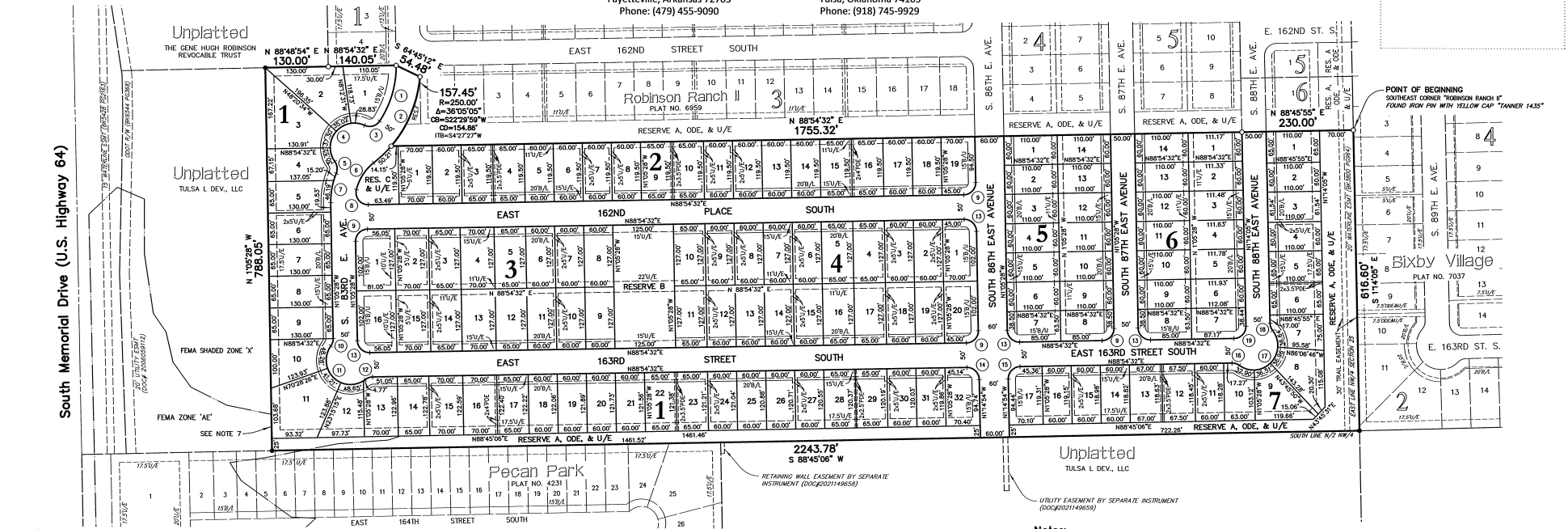
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERCONSULTING.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



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 \$17,559.00 per trust receipt no. 17592 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

Dated: 11/01/2022
John M. Pothier
Tulsa County Trust Officer
By: [Signature]
Deputy



Lot Information Table

AREA LABEL	AREA (SF)	ADDRESS	AREA LABEL	AREA (SF)	ADDRESS	AREA LABEL	AREA (SF)	ADDRESS	AREA LABEL	AREA (SF)	ADDRESS
BLOCK 1 LOT 1	10886	36098	BLOCK 1 LOT 24	7267	8410	BLOCK 3 LOT 01	10160	8304	BLOCK 6 LOT 07	6087	16240
BLOCK 1 LOT 2	12524	16212	BLOCK 1 LOT 25	7268	8414	BLOCK 3 LOT 02	8990	8308	BLOCK 6 LOT 08	6081	16241
BLOCK 1 LOT 3	14193	16216	BLOCK 1 LOT 26	7269	8418	BLOCK 3 LOT 03	8255	8312	BLOCK 6 LOT 09	6080	16239
BLOCK 1 LOT 4	3299	16220	BLOCK 1 LOT 27	7270	8422	BLOCK 3 LOT 04	8089	8316	BLOCK 6 LOT 10	6079	16238
BLOCK 1 LOT 5	8156	16224	BLOCK 1 LOT 28	7271	8426	BLOCK 3 LOT 05	8255	8312	BLOCK 6 LOT 11	6080	16237
BLOCK 1 LOT 6	8450	16228	BLOCK 1 LOT 29	7272	8430	BLOCK 3 LOT 06	8089	8316	BLOCK 6 LOT 12	6079	16236
BLOCK 1 LOT 7	8450	16232	BLOCK 1 LOT 30	7273	8434	BLOCK 3 LOT 07	7620	8328	BLOCK 6 LOT 13	6080	16235
BLOCK 1 LOT 8	8450	16236	BLOCK 1 LOT 31	7274	8438	BLOCK 3 LOT 08	7620	8332	BLOCK 6 LOT 14	6080	16234
BLOCK 1 LOT 9	8450	16240	BLOCK 1 LOT 32	7275	8442	BLOCK 3 LOT 09	7620	8336	BLOCK 6 LOT 15	6080	16233
BLOCK 1 LOT 10	8450	16244	BLOCK 1 LOT 33	7276	8446	BLOCK 3 LOT 10	7620	8340	BLOCK 6 LOT 16	6080	16232
BLOCK 1 LOT 11	14906	16248	BLOCK 1 LOT 34	7277	8450	BLOCK 3 LOT 11	7620	8344	BLOCK 6 LOT 17	6080	16231
BLOCK 1 LOT 12	8020	16252	BLOCK 1 LOT 35	7278	8454	BLOCK 3 LOT 12	8255	8325	BLOCK 6 LOT 18	6080	16230
BLOCK 1 LOT 13	8565	16256	BLOCK 1 LOT 36	7279	8458	BLOCK 3 LOT 13	8089	8320	BLOCK 6 LOT 19	6080	16229
BLOCK 1 LOT 14	7987	16260	BLOCK 1 LOT 37	7280	8462	BLOCK 3 LOT 14	8255	8325	BLOCK 6 LOT 20	6080	16228
BLOCK 1 LOT 15	8388	16264	BLOCK 1 LOT 38	7281	8466	BLOCK 3 LOT 15	8089	8320	BLOCK 6 LOT 21	6080	16227
BLOCK 1 LOT 16	8975	16268	BLOCK 1 LOT 39	7282	8470	BLOCK 3 LOT 16	8255	8325	BLOCK 6 LOT 22	6080	16226
BLOCK 1 LOT 17	7950	16272	BLOCK 1 LOT 40	7283	8474	BLOCK 3 LOT 17	8089	8320	BLOCK 6 LOT 23	6080	16225
BLOCK 1 LOT 18	7338	16276	BLOCK 1 LOT 41	7284	8478	BLOCK 3 LOT 18	8255	8325	BLOCK 6 LOT 24	6080	16224
BLOCK 1 LOT 19	7318	16280	BLOCK 1 LOT 42	7285	8482	BLOCK 3 LOT 19	8089	8320	BLOCK 6 LOT 25	6080	16223
BLOCK 1 LOT 20	7309	16284	BLOCK 1 LOT 43	7286	8486	BLOCK 3 LOT 20	8255	8325	BLOCK 6 LOT 26	6080	16222
BLOCK 1 LOT 21	7299	16288	BLOCK 1 LOT 44	7287	8490	BLOCK 3 LOT 21	8089	8320	BLOCK 6 LOT 27	6080	16221
BLOCK 1 LOT 22	7896	16292	BLOCK 1 LOT 45	7288	8494	BLOCK 3 LOT 22	8255	8325	BLOCK 6 LOT 28	6080	16220
BLOCK 1 LOT 23	7884	16296	BLOCK 1 LOT 46	7289	8498	BLOCK 3 LOT 23	8089	8320	BLOCK 6 LOT 29	6080	16219

DATE OF PREPARATION: October 13, 2022

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(BE)(C)	CHORD(S)(C)
1	121.61	200.00	34°50'31"	N41°19'41"E	119.75'
2	207.60	250.00	47°35'31"	N41°19'41"E	201.74'
3	35.38	25.00	81°54'34"	N74°17'31"E	32.50'
4	131.67	50.00	159°53'01"	N39°25'58"E	96.79'
5	25.49	25.00	58°24'43"	N51°11'17"E	24.40'
6	66.52	100.00	38°06'38"	N32°59'41"E	65.30'
7	61.39	150.00	23°27'02"	N10°37'39"E	60.97'
8	45.83	25.00	105°02'00"	N48°34'33"E	39.68'
9	39.27	25.00	90°00'00"	N43°54'32"E	35.36'
10	16.09	25.00	36°52'12"	N17°20'38"E	15.81'
11	142.89	50.00	163°44'23"	N45°05'28"E	96.89'
12	16.09	25.00	36°52'12"	N07°20'38"E	15.81'
13	39.27	25.00	90°00'00"	N46°05'28"E	35.36'
14	39.20	25.00	89°50'34"	N46°10'11"E	35.31'
15	39.34	25.00	90°00'00"	N43°59'48"E	35.40'
16	16.09	25.00	36°52'12"	N23°59'22"E	15.81'
17	143.03	50.00	163°53'01"	N10°37'39"E	99.01'
18	16.09	25.00	36°52'12"	N10°40'11"E	15.81'
19	39.27	25.00	90°00'00"	N43°50'13"E	35.40'

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LAND SURVEYING FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET ON FOUND 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 14315" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (8501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(a) FOUND CHISEL "D" AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
(b) FOUND DOTTED 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.
- 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 THIS PLAT WAS PROVIDED BY SOUTH 88RD EAST AVENUE, SOUTH 88TH EAST AVENUE, SOUTH 87TH EAST AVENUE, AND SOUTH 88TH EAST AVENUE, ALL BEING PUBLIC STREETS.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.
- FEMA FLOODPLAINS AS SHOWN HEREON, IS PER LETTER OF MAP REVISION (LOMR) CASE NO: 21-06-2680A APPROVED BY FEMA PER LETTER DATED AUGUST 30, 2021.

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby, on December 19, 2021.

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

Robinson Ranch III
SHEET 1 OF 3

BXPUD-16.05

Robinson Ranch III

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

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA DEV, 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 A POINT ON THE EAST LINE OF SAID NW/4, SAID POINT BEING THE SOUTHEAST CORNER OF "ROBINSON RANCH II," A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6959);

THENCE SOUTH 1°14'05" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 616.40 FEET; THENCE SOUTH 88°45'00" WEST FOR A DISTANCE OF 234.78 FEET; THENCE NORTH 1°09'28" WEST FOR A DISTANCE OF 788.05 FEET; THENCE NORTH 88°54'41" EAST, FOR A DISTANCE OF 130.00 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF LOT FOUR (4), BLOCK ONE (1) OF SAID SUBDIVISION; THENCE NORTH 88°54'32" EAST, AND ALONG THE SOUTH LINE OF SAID LOT 4, FOR A DISTANCE OF 140.05 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 64°45'12" EAST AND ALONG THE SOUTH LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 54.48 FEET TO A POINT; SAID POINT BEING THE NORTHERLY CORNER OF RESERVE F OF THE SUBDIVISION; THENCE ALONG A 250.00 FOOT RADII NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 47°27'27" WEST, A CENTRAL ANGLE OF 36°05'05", WITH A CHORD BEARING AND DISTANCE OF SOUTH 27°29'50" WEST FOR 154.86 FEET, FOR AN ARC DISTANCE OF 157.45 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 88°45'32" EAST AND ALONG THE SOUTH LINE OF THE SUBDIVISION, FOR A DISTANCE OF 1755.32 FEET; THENCE NORTH 88°45'55" EAST AND CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,947,349 SQUARE FEET, OR 33.011 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ARIZONA ZONE, NAD83, AND THE OKLAHOMA STATE PLANE (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- FOUND CHISELED "X" AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
- FOUND COTTON 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, AND SUBDIVIDED INTO ONE HUNDRED THIRTY-TWO (132) LOTS IN SEVEN (7) 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 III," A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS 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 HEREAS SET FORTH HEREIN.

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 "UTILE" 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, 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 SUBDIVISION. THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING 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 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 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.

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 OWNER'S AGENTS OR CONTRACTORS.

4. 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.

5. 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 HERETO.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5-WEED PERIMETER 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 SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND 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 USE 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 STRUCTURAL STRUURE, 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 EACH SUCH LINE, INCLUDING THE SPACE 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 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. 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 OWNER'S AGENTS OR CONTRACTORS.

5. 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 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. RESERVE AREAS

1. RESERVES A, B, AND C, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE, AND TO THE 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 III. HEREIN.

2. RESERVES A, B, AND C ARE RESERVED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, LIGHTING, RETAINING AND/OR SCREENING WALLS, FENCING, AND OTHER USES AS MAY BE DETERMINED 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, STRUCTURES, AND USES AS OUTLINED HEREINABOVE.

4. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A GENERAL UTILITY EASEMENT, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES, STRUCTURES, AND USES AS OUTLINED HEREINABOVE.

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 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.

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 AND 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 RESERVE 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 FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PROPORTED UPON THE RESIDENTIAL LOT OWNER'S 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 THE CITY OF BIXBY, OKLAHOMA, 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 OWNER'S 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

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 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.

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 COINCIDENT 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 TREES, 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 III. HEREIN, AT ITS EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, OR, ABSENT 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.

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, 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 PROPORTED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

H. 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. 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.

5. ALL LANDSCAPING (EXCEPT THE PLANTING OF TREES) 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 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 PROPORTED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

7. 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 HERETO.

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" AND SHOWN ON THE ACCOMPANYING PLAT. TRAIL EASEMENT IS FOR THE LIMITED PURPOSES OF CONVEYANCE OF PEDESTRIANS, BICYCLISTS, RECREATING, 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 SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED, AND THE PURPOSES OF AN EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "ROBINSON RANCH III" WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.05 ("PRAIRIE RANCH") AS PROVIDED WITHIN TITLE I 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. 2112) 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 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, 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 SUCCESSFULLY 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.

B. 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 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

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 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 CS 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.

BXPUD-16.05

Robinson Ranch III

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 ADJUTING 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 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-BORDED FENCE SHALL BE INSTALLED ALONG THE BOUNDARY OF ALL RESIDENTIAL LOTS WHICH ABUT 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 ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING THOSE OF THE FIRE DEPARTMENT AND CITY ENGINEERS.

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 ERRECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, 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 SPECIFICALLY 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 OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING 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 DEVELOPMENT AND IN CONSIDERATION THEREOF, IT 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 ON 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 ARC.

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 THE 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 TWO (2) CARS. 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 ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE 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 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 ERRECTED 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 LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER 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 PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE INSTALLING 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, HOE 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 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, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE 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 VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR PERIODS OF MORE THAN 72 HOURS. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY DRIVEWAY. NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT 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 MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, 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, OR OTHER 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 PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED 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 STORED BEHIND THE RESIDENCE OR WITHIN PRIVATE GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. 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 ON 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, 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 THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THERETO, OWNER HEREBY NOTES 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 THEREIN, 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 LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, BY THE RECEIPT OF A DEED THEREFOR, 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 HOA OR FOR ANY TOWNSHIP OR MUNICIPALITY WHEREIN THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON ANY FIRST MORTGAGE, 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 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. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK 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 HOSTILE OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON 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, 2043, 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 INSTRUMENT) 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 OWNER'S 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, TULSA I DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 17th DAY OF OCTOBER, 2022.

TULSA I DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY STEPHEN LIEUX, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF WASHINGTON } SS

ON THIS 17th DAY OF OCTOBER, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE FORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED STEPHEN LIEUX, 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 TULSA I DEV., 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 17th DAY OF OCTOBER, 2022.

MY COMMISSION EXPIRES 11-24-2025

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 III", 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 13 DAY OF OCTOBER, 2022.

Dan Edwin Tanner
1435
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

BY:

DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 13 DAY OF OCTOBER, 2022, 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

NOTARY PUBLIC

Dan Edwin Tanner
1435
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435