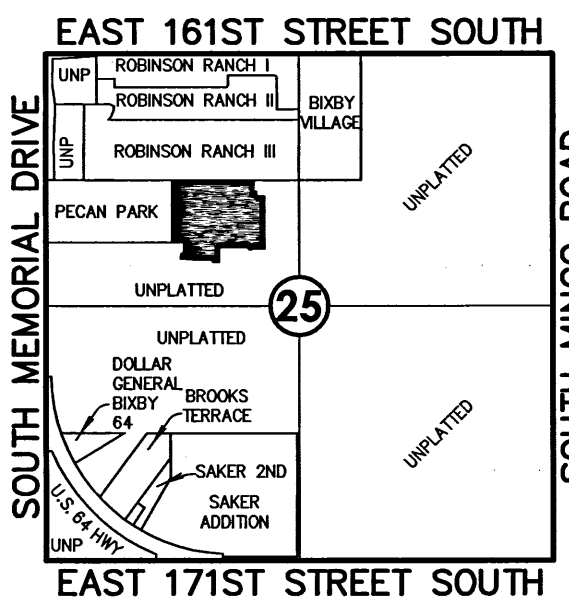


R 13 E



Location Map

Scale: 1"= 2000'

SUBDIVISION CONTAINS:

SIXTY-THREE (63) LOTS
IN FIVE (5) BLOCKS
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 16.409 ACRES



T
17
N

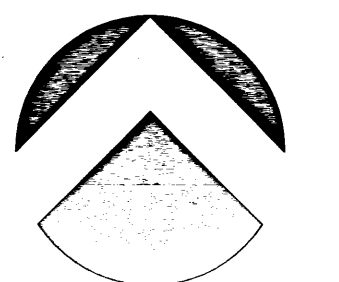
BXPUD-16.05

Robinson Ranch IV

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 L Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RCH.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 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



NORTH

Scale: 1"= 100'
Tanner Consulting

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
- GOV'T GOVERNMENT
- ITB INITIAL TANGENT BEARING
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- 1234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Curve Table

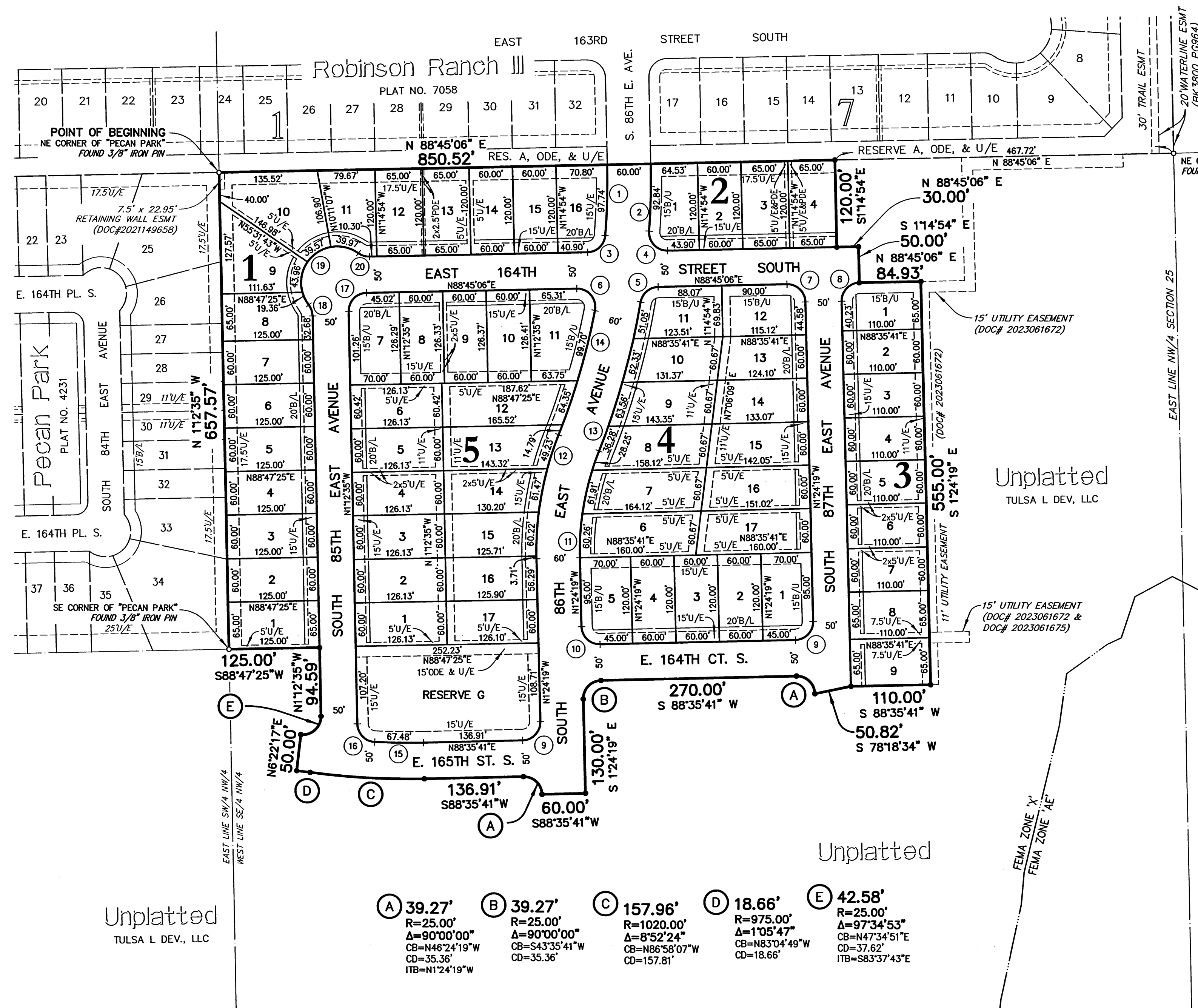
CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(CB)	CHORD DIS(CD)
1	97.74'	950.00'	5°53'41"	N1°41'57"E	97.70'
2	92.84'	1010.00'	5°15'59"	N1°23'06"E	92.80'
3	36.70'	25.00'	84°06'19"	N46°41'57"E	33.49'
4	41.57'	25.00'	95°15'59"	N43°36'54"W	36.94'
5	34.53'	25.00'	79°08'25"	N49°10'54"E	31.85'
6	44.58'	25.00'	102°10'12"	N40°09'48"W	38.90'
7	39.20'	25.00'	89°50'35"	N46°19'36"W	35.31'
8	39.34'	25.00'	90°09'25"	N43°40'24"E	35.40'
9	39.27'	25.00'	90°00'00"	N43°35'41"E	35.36'
10	39.27'	25.00'	90°00'00"	N46°24'19"W	35.36'
11	150.42'	372.90'	23°06'47"	N10°09'04"E	149.41'
12	174.63'	432.90'	23°06'47"	N10°09'04"E	173.45'
13	213.22'	1010.00'	12°05'47"	N15°39'35"E	212.83'
14	178.84'	950.00'	10°47'10"	N16°18'53"E	178.58'
15	67.48'	970.00'	3°59'09"	N89°24'45"W	67.47'
16	37.62'	25.00'	86°12'35"	N44°18'53"E	34.17'
17	39.25'	25.00'	89°57'42"	N43°46'15"E	35.34'
18	16.09'	25.00'	36°52'12"	N19°38'41"W	15.81'
19	142.86'	50.00'	163°42'05"	N43°46'15"E	98.99'
20	16.09'	25.00'	36°52'12"	N72°48'48"W	15.81'

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(A) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
(B) FOUND CHISELED "X" AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 86TH EAST AVENUE, BEING A PUBLIC STREET.
- THE FOLLOWING TWO (2) EASEMENTS, ONE ENTITLED "UTILITY EASEMENT (WATER LINE EASEMENT)", DATED THE 29TH DAY OF NOVEMBER, 2021, AND FILED OF RECORD DECEMBER 22, 2021, AS DOCUMENT #2021149659 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, AND THE OTHER ENTITLED "UTILITY EASEMENT", DATED THE 27TH DAY OF APRIL, 2022, AND FILED OF RECORD AUGUST 1, 2023 AS DOCUMENT #2023061674 IN THE RECORDS OF SAID COUNTY CLERK, ARE BOTH WHOLLY CONTAINED WITHIN THE BOUNDARY OF "ROBINSON RANCH IV" AND BOTH TERMINATE AUTOMATICALLY UPON THE FILING OF RECORD OF THIS PLAT "ROBINSON RANCH IV" IN THE RECORDS OF SAID COUNTY CLERK, AS PROVIDED IN SAID EASEMENTS. THUS, SAID EASEMENTS ARE NOT REPRESENTED HEREON.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.
- FEMA FLOODPLAIN DATA, AS SHOWN HEREON, IS PER FEMA FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 40143C0445L EFFECTIVE OCTOBER 16, 2012.

Lot Area & Address Table

AREA LABEL	AREA (SQ. FT.)	ADDRESS
BLOCK 1 LOT 1	8125	16436 S. 85TH E. AVE.
BLOCK 1 LOT 2	7500	16432 S. 85TH E. AVE.
BLOCK 1 LOT 3	7500	16428 S. 85TH E. AVE.
BLOCK 1 LOT 4	7500	16424 S. 85TH E. AVE.
BLOCK 1 LOT 5	7500	16420 S. 85TH E. AVE.
BLOCK 1 LOT 6	7500	16416 S. 85TH E. AVE.
BLOCK 1 LOT 7	7500	16412 S. 85TH E. AVE.
BLOCK 1 LOT 8	7930	16408 S. 85TH E. AVE.
BLOCK 1 LOT 9	9814	16404 S. 85TH E. AVE.
BLOCK 1 LOT 10	12714	8503 E. 164TH ST. S.
BLOCK 1 LOT 11	7971	8507 E. 164TH ST. S.
BLOCK 1 LOT 12	7800	8511 E. 164TH ST. S.
BLOCK 1 LOT 13	7800	8515 E. 164TH ST. S.
BLOCK 1 LOT 14	7200	8519 E. 164TH ST. S.
BLOCK 1 LOT 15	7200	8523 E. 164TH ST. S.
BLOCK 1 LOT 16	8069	8527 E. 164TH ST. S.
BLOCK 2 LOT 1	7861	8605 E. 164TH ST. S.
BLOCK 2 LOT 2	7200	8609 E. 164TH ST. S.
BLOCK 2 LOT 3	7800	8613 E. 164TH ST. S.
BLOCK 2 LOT 4	7800	8617 E. 164TH ST. S.
BLOCK 3 LOT 1	7032	16405 S. 87TH E. AVE.
BLOCK 3 LOT 2	6600	16409 S. 87TH E. AVE.
BLOCK 3 LOT 3	6600	16413 S. 87TH E. AVE.
BLOCK 3 LOT 4	6600	16417 S. 87TH E. AVE.
BLOCK 3 LOT 5	6600	16421 S. 87TH E. AVE.
BLOCK 3 LOT 6	6600	16425 S. 87TH E. AVE.
BLOCK 3 LOT 7	6600	16429 S. 87TH E. AVE.
BLOCK 3 LOT 8	7150	16433 S. 87TH E. AVE.
BLOCK 3 LOT 9	7150	16437 S. 87TH E. AVE.
BLOCK 4 LOT 1	8266	8619 E. 164TH CT. S.
BLOCK 4 LOT 2	7200	8615 E. 164TH CT. S.
BLOCK 4 LOT 3	7200	8611 E. 164TH CT. S.
BLOCK 4 LOT 4	7200	8607 E. 164TH CT. S.
BLOCK 4 LOT 5	8266	8603 E. 164TH CT. S.
BLOCK 4 LOT 6	9772	16423 S. 86TH E. AVE.
BLOCK 4 LOT 7	9720	16419 S. 86TH E. AVE.
BLOCK 4 LOT 8	9055	16415 S. 86TH E. AVE.
BLOCK 4 LOT 9	8221	16411 S. 86TH E. AVE.
BLOCK 4 LOT 10	7626	16407 S. 86TH E. AVE.
BLOCK 4 LOT 11	8017	16403 S. 86TH E. AVE.
BLOCK 4 LOT 12	7880	16406 S. 87TH E. AVE.
BLOCK 4 LOT 13	7177	16410 S. 87TH E. AVE.
BLOCK 4 LOT 14	7715	16414 S. 87TH E. AVE.
BLOCK 4 LOT 15	8254	16418 S. 87TH E. AVE.
BLOCK 4 LOT 16	8792	16422 S. 87TH E. AVE.
BLOCK 4 LOT 17	9331	16426 S. 87TH E. AVE.
BLOCK 5 LOT 1	7568	16437 S. 85TH E. AVE.
BLOCK 5 LOT 2	7568	16433 S. 85TH E. AVE.
BLOCK 5 LOT 3	7568	16429 S. 85TH E. AVE.
BLOCK 5 LOT 4	7568	16425 S. 85TH E. AVE.
BLOCK 5 LOT 5	7568	16421 S. 85TH E. AVE.
BLOCK 5 LOT 6	7621	16417 S. 85TH E. AVE.
BLOCK 5 LOT 7	8705	8508 E. 164TH ST. S.
BLOCK 5 LOT 8	7579	8512 E. 164TH ST. S.
BLOCK 5 LOT 9	7581	8516 E. 164TH ST. S.
BLOCK 5 LOT 10	7583	8520 E. 164TH ST. S.
BLOCK 5 LOT 11	10068	8524 E. 164TH ST. S.
BLOCK 5 LOT 12	10693	16410 S. 86TH E. AVE.
BLOCK 5 LOT 13	9225	16414 S. 86TH E. AVE.
BLOCK 5 LOT 14	8161	16418 S. 86TH E. AVE.
BLOCK 5 LOT 15	7635	16422 S. 86TH E. AVE.
BLOCK 5 LOT 16	7548	16426 S. 86TH E. AVE.
BLOCK 5 LOT 17	7560	16430 S. 86TH E. AVE.



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 \$17,120.00 per trust receipt no.17559 to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 08/13/2024
John McFadden
Tulsa County Treasurer
By: [Signature]
Deputy

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Bixby City Council
on June 24, 2024

MAYOR-VICE MAYOR

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

[Signature]
CITY MANAGER

DATE OF PREPARATION: July 26, 2024

Robinson Ranch IV
SHEET 1 OF 3

BXPUD-16.05

Robinson Ranch IV

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 L 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 THE NORTHEAST CORNER OF "PECAN PARK", AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4231); THENCE NORTH 88°45'06" EAST AND ALONG THE SOUTH LINE OF "ROBINSON RANCH III", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7058), FOR A DISTANCE OF 850.52 FEET; THENCE SOUTH 1°14'54" EAST FOR A DISTANCE OF 120.00 FEET; THENCE NORTH 88°45'06" EAST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 1°14'54" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 88°45'06" EAST FOR A DISTANCE OF 84.93 FEET; THENCE SOUTH 1°24'19" EAST FOR A DISTANCE OF 555.00 FEET; THENCE SOUTH 88°35'41" WEST FOR A DISTANCE OF 110.00 FEET; THENCE SOUTH 78°18'34" WEST FOR A DISTANCE OF 50.82 FEET;

THENCE NORTHWESTERLY ALONG A 25.00-FOOT-RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°24'19" WEST, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°24'19" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°35'41" WEST FOR A DISTANCE OF 270.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 43°35'41" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°24'19" EAST FOR 130.00 FEET; THENCE SOUTH 88°35'41" WEST FOR 60.00 FEET;

THENCE NORTHWESTERLY ALONG A 25.00-FOOT-RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°24'19" WEST, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°24'19" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°35'41" WEST FOR A DISTANCE OF 136.91 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 1020.00-FOOT-RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 8°52'24", A CHORD BEARING AND DISTANCE OF NORTH 86°58'07" WEST FOR 157.81 FEET, FOR AN ARC DISTANCE OF 157.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 975.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 1°05'47", A CHORD BEARING AND DISTANCE OF NORTH 83°04'49" WEST FOR 18.66 FEET, FOR AN ARC DISTANCE OF 18.66 FEET; THENCE NORTH 6°22'17" EAST FOR 50.00 FEET; THENCE NORTHEASTERLY ALONG A 25.00-FOOT-RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 83°37'43" EAST, A CENTRAL ANGLE OF 97°34'53", A CHORD BEARING AND DISTANCE OF NORTH 47°34'51" EAST FOR 37.62 FEET, FOR AN ARC DISTANCE OF 42.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 1°12'35" WEST FOR 94.59 FEET; THENCE SOUTH 88°47'25" WEST FOR 125.00 FEET TO THE SOUTHEAST CORNER OF SAID "PECAN PARK"; THENCE NORTH 1°12'35" WEST, AND ALONG THE EAST LINE OF "PECAN PARK", FOR A DISTANCE OF 657.57 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 714,788 SQUARE FEET, OR 16.409 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) BRASS CAP STEM FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
- (B) CHISELED "X" FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'06" WEST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO SIXTY-THREE (63) 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 IV," 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 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 "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-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 HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5'-WIDE 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 IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE 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 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 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, 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. RESERVE G, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND IS HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOA AS SET FORTH IN SECTION IV, HEREIN.

2. RESERVE G IS RESERVED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, ENTRY FEATURES, SIGNAGE, LIGHTING, WALLS, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

3. 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 HOA, AS PROVIDED IN SECTION IV, HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE HOA. 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.

4. 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 HOA, AS SET FORTH IN SECTION IV, HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE HOA. 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 PRORATED UPON THE WATER BILLS FOR ALL OF THE RESIDENTIAL LOT OWNERS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

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

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 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 TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOA, AS SET FORTH WITHIN SECTION IV, 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 HOA 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 HOA. IN THE EVENT THE HOA 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 PRORATED 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 HOA, AS SET FORTH WITHIN SECTION IV, 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.

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

6. IN THE EVENT THE HOA 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 HOA. IN THE EVENT THE HOA 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 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 PRORATED UPON THE WATER BILLS FOR ALL RESIDENTIAL LOT OWNER WITHIN THE SUBDIVISION, 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 HEREBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "ROBINSON RANCH IV" WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.05 ("PRAIRIE 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 INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA,

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HERINAFTER 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.

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 IV

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 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-BOARD 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 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, SUBDIVIDED, OR OTHERWISE 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 COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), 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 (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). 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

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS TO THE PROPERTY 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 (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES). 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 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 STREET 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 FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT, PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. 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 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, REALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVISE 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 A PERIOD IN EXCESS OF ONE (1) DAY, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE

PARKED PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOMEOWNER DURING DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S 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 (INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON) 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.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR OTHER VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN 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/PETS

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED 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. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.

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.

R. NUISANCES

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.

SECTION IV. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION TO GOVERN THE SUBDIVISION TO BE KNOWN AS ROBINSON RANCH PROPERTY OWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA"). 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/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR VIA RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS. 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 THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THERWITH, 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 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 (AND ITS AFFILIATES), BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED 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 ANY UNPAID SUCH ASSESSMENTS SHALL BE A CONTINUING 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. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

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 OWNER'S 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 WITHIN THE SUBDIVISION, 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.

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, 2045, 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/DECLARANT 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

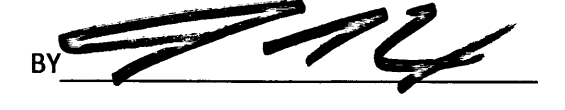
THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS WITHIN THE SUBDIVISION (SUBJECT TO PRIOR WRITTEN CONSENT FROM THE OWNER/DECLARANT IF THE HOA HAS NOT YET BEEN TURNED OVER TO THE HOMEOWNERS). 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 (PROVIDED, HOWEVER, THAT THE OWNERS MAY NOT TERMINATE THESE COVENANTS DURING THE TIME THAT DECLARANT OWNS AT LEAST ONE (1) LOT).

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 L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF ____, 2024.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY 

ACKNOWLEDGMENT

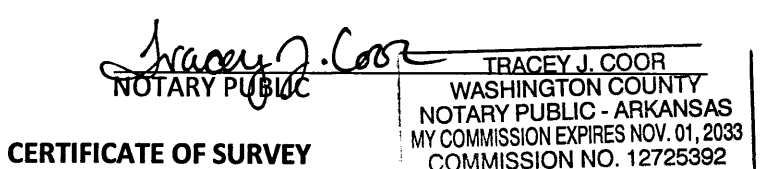
STATE OF ARKANSAS }

COUNTY OF WASHINGTON } SS

ON THIS 5th DAY OF August, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED Tracy J. Coor 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 L 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 HERETO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS 5th DAY OF August, 2024.

W/06/2023
MY COMMISSION EXPIRES


TRACY J. COOR
NOTARY PUBLIC
WASHINGTON COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES NOV. 01, 2023
COMMISSION NO. 12725392

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 IV", 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 26TH DAY OF JULY, 2024.



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

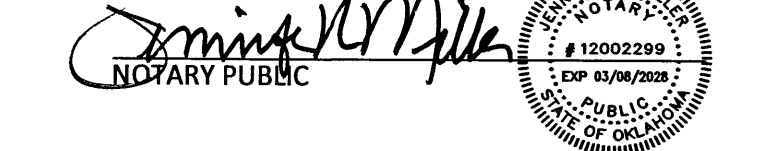
STATE OF OKLAHOMA }

COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 26TH DAY OF JULY, 2024, 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.

03/08/2028
MY COMMISSION EXPIRES


NOTARY PUBLIC

