City of Bixby
Planning Commission
Meeting Agenda

Monday, December 18, 2023 **6:00 PM** **Municipal Building**
116 W. Needles Ave., Bixby, OK 74008

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

1) Consider and/or approve the minutes of the November 20, 2023 Planning Commission Meeting.

Public Hearings

2) Discussion and possible approval of Bixby Final Plat (B.X.P.T.) number 23.21, for Richard Roberts Ministries, 6.26 acres, containing (1) lot, one (1) block, and one (1) reserve area, in Section 20, Township 17 North, Range 13 East, located on the Southwest Corner of South Harvard Avenue and 151st Street South.

3) Discussion and possible approval of Bixby Preliminary Plat (B.X.P.T.) number 23.20, for Robinson Ranch South, 42.216 acres, containing (122) lots, eight (8) blocks, and four (4) reserve areas, in Section 25, Township 17 North, Range 13 East, located approximately One-half mile South of 161st Street and East of Memorial Drive.

4) Discussion and possible approval of Bixby Final Plat (B.X.P.T.) number 23.19, for Bungalows IV at Willow Creek, 2.51 acres, containing (12) lots, one (1) block, in Section 12, Township 17 North, Range 13 East, located on the South of East 131st Street South and West of South Mingo Road.

Old Business

New Business

Adjourn

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of December 15, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Gwen Plante, Assistant City Planner

Persons who require special accommodation to participate in this meeting should contact the Assistant City Planner Gwen Plante: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or via Email: gplante@bixbyok.gov as far in advance as possible and preferably at least 48- hours before the date of the meeting. Persons using a TDD may contact OKLAHOMA RELAY at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

BIXBY PLANNING COMMISSION MINUTES

Monday | November 20, 2023 | 6:00 PM

City Hall, Council Chambers | 116 West Needles, Bixby, OK

CALL TO ORDER: 6:03 PM

Roll Call was taken

MEMBERS PRESENT: Steve Hobbs, Chairman
Jason Mohler, Vice Chair
Tom Holland
Lance Whisman (Arrived at 6:20 p.m.)

MEMBERS ABSENT: Josh Nave

STAFF PRESENT: Joey Wiedel, Director of Development Services
Gwen Plante, Assistant City Planner
Justin Dowd, City Engineer

Pending Approval

1. **Approval of Minutes | Planning Commission meeting October 16, 2023.**

   Chairman Hobbs asked if there was a motion to approve the Meeting Minutes of October 16, 2023. Commissioner Holland made a motion to approve, and Vice Chair Mohler seconded. The vote was recorded as follows:

   Mr. Mohler Yes
   Mr. Holland Yes
   Mr. Hobbs Yes
   Motion was Approved.

2. **Discussion and possible approval of Bixby Preliminary Plat (B.X.P.T.) number 23.17, for South County Industrial Park, 70 acres, containing eleven (11) lots, two (2) blocks, and two (2) reserve areas, in Section 16, Township 17 North, Range 13 East, located One-half (1/2) mile North of 151st Street South and West of Kimberly Clark Place**

   Mr. Wiedel gave an update and overview of the project to the Planning Commission.

The Applicant, Ryan McCarty, Select Design was present and provided additional information and answered questions.

Commissioner Holland wanted to know from staff if this was in compliance, staff agreed.

Chairman Hobbs asked if there was a motion on Item No. 2 the Preliminary Plat (BXPT 23.17) for South County Industrial Park. Chairman Hobbs made a motion to approve. Vice Chair Mohler seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes

Motion was Approved

3. **Discussion and possible approval of Bixby Conditional Final Plat (B.X.P.T.) number 23.16, for Haikey Creek Estates, Blocks 1-7, 44.30 acres, containing sixty-eight (68) lots, seven (7) blocks, and four (4) reserve areas, in Section 07, Township 17 North, Range 14 East, located South of East 131st Street South and East of Mingo Road, 13500 Block of Mingo Road.**

Mr. Wiedel gave an overview of the project to the Planning Commission and stated the applicant was available for questions.

The Applicant, Erik Enyart with Tanner Consulting, appeared, presented the project, and was available to answer questions.

Staff recommendations are that the PSO Easements be vacated prior to the filing of the final plat with Tulsa County.
All properties shall be removed from the floodplain before the filing of the final plat with Tulsa County. Removal pending Letter of Final Determination from FEMA.
A Pedestrian bridge is built across the Haikey Creek Diversion Channel as stated in construction drawings.

Chairman Hobbs asked if there was a motion to approve the Final Plat (BXPT-23.16) for Haikey Creek Estates. Vice Chair Mohler made a motion to approve per staff report and recommendations, and Commissioner Holland seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes

Motion was Approved

4. **Discussion and possible approval of Bixby Final Plat (B.X.P.T.) number 23.15, for City West Complex, 16 acres, containing one (1) lot, one (1) block, and three (3) reserve areas, in Section 15, Township 17**

Pending Approval

North, Range 13 East, located approximately 200 feet West of the Northwest corner of East 151st Street South and South Sheridan Road.

Mr. Wiedel presented an overview of the project to the Planning Commission. Mr. Wiedel also stated the applicant was available for questions.

The applicant, Karl Fritschen, with Wallace Design appeared and answered the Commissioner's questions.

Chairman Hobbs asked if there was a motion to approve the Final Plat (BXPT 23.15) for City West Complex. Commissioner Holland made a motion to approve, and Vice Chairman Mohler seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes

Motion was Approved

5. **Discussion and possible approval of Bixby Zoning (B.X.Z.O) number 23.11, Rezoning for The Performing Arts Center, a proposed amendment to a zoning district in the City of Bixby, from Commercial Heavy (C.H.) and Residential-Single-family (R.S.-3) to Commercial Heavy (C.H.), the property contains 13.71 acres in Section 24, Township 17 North, Range 13 East, located on the block South of East Dawes Avenue, and North of East Breckenridge Avenue, and East of North Montgomery Street, West of North Stanley Street.**

Mr. Wiedel presented an overview of the project to the Planning Commission.

Chairman Hobbs asked if there was a motion to approve the Rezone (BXZO 23.11) for the Performing Arts Center. Chairman Hobbs made a motion to approve, and Commissioner Holland seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved

6. **Discussion and possible approval of Bixby Specific Use Permit (B.X.S.U.P.) number 23.05, for Bixby Public Schools containing 4.36 acres in Section 24, Township 17 North, Range 13 East, located at 23 South Riverview Drive.**

Mr. Wiedel presented an overview of the project to the Planning Commission.

Pending Approval

The applicant, Karl Fritschen, Wallace Design, appeared to provide an overview of the project.

Commissioner Holland asked staff why the school was not rezoning the property versus submitting for the Specific Use Permit. Staff stated that all the school property was zoned Agricultural (AG).

Chairman Hobbs asked if there was a motion to approve the Specific Use Permit (BXSUP 23.05) for Bixby Public Schools. Commissioner Holland made a motion to approve, and Commissioner Whisman seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved

7. Discussion and possible approval of Bixby Zoning (B.X.Z.O) number 23.13, Rezoning for 116 and 114 Development, a proposed amendment to a zoning district in the City of Bixby, from Residential Single Family (R.S.-3) to Commercial Heavy (C.H.) to allow for a Commercial Mixed-Use Development, Section 24, Township 17 North, Range 13 East, located at 114 East Breckenridge Ave.

Mr. Wiedel presented an overview of the project to the Planning Commission.

Mr. Holland inquired on the requirements within the PUD and staff explained that the site plan would be brought before the Planning Commission for landscaping, signage, and lighting.

Chairman Hobbs asked if there was a motion to approve the Rezone (BXZO 23.13) for 116 and 114 Development. Vice Chairman Mohler made a motion to approve per staff recommendations, and Chairman Hobbs seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved

8. Discussion and possible approval of Bixby Planned Unit Development (B.X.P.U.D) number 23.05, for 116 and 114 Development, in Section 24, Township 17 North, Range 13 East, located at 114 East Breckenridge Avenue.

Mr. Wiedel presented an overview of the project to the Planning Commission.

Pending Approval

Speaker: Resident Brent Cowan spoke wanting to know how this property will be affecting his property as he was waiting to put a fence up along the property line.

Chairman Hobbs asked if there was a motion to approve the Planned Unit Development (BXPUD 23.05) for 116 and 114 Development. Vice Chairman Mohler made a motion to approve per staff recommendations and the site plan would be submitted and reviewed by the Planning Commission and City Council, and Chairman Hobbs seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved

9. Discussion and possible approval of Bixby Zoning (B.X.Z.O.) number 23.12, Rezoning for Christian Brothers Automotive, a proposed amendment to a zoning district in the City of Bixby, from Office Light (O.L.) to Commercial Shopping (C.S.), contains 1.11 acres in Section 1, Township 18 North, Range 13 East, located at 8250 East 121st Street.

Mr. Wiedel presented an overview of the project to the Planning Commission.

Applicant Paula Tolliver from Christian Brothers Automotive spoke and provided an overview of the project and answered any questions the Commissioners had regarding the project.

Vice Chairman Mohler, asked about the limits of no access off 121st. Staff stated it was a current curb cut and access.

Chairman Hobbs asked if there was a motion to approve the Rezoning (BXZO 23.12) for Christian Brothers Automotive. Vice Chairman Mohler made a motion to approve OL to CS to exclude sexually oriented businesses, medical marijuana dispensaries, and liquor stores, and Chairman Hobbs seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved.

10. Discussion and possible approval of Bixby Planned Unit Development (P.U.D. 81, Major Amendment No. 5), for Christian Brothers Automotive, a proposed amendment to the P.U.D. to the zoning district in the City of Bixby, from Office Light (O.L.) to Commercial Shopping

Pending Approval

(C.S.), contains 1.11 acres in Section 1, Township 18 North, Range 13 East, located at 8250 East 121st Street.

Commissioner Holland was concerned about the PUD amendment, staff explained the staff report highlighted the areas within the PUD that were changed from the previous PUD. Commissioner Holland also inquired regarding the signage on the property and requested that there be monument signage.

Chairman Hobbs stated that exclusions needed to be added to the PUD and asked to exclude sexually oriented businesses, marijuana, and liquor stores.

Chairman Hobbs asked if there was a motion to approve the Planned Unit Development PUD 81 Major Amendment No. 5 for Christian Brothers Automotive. Chairman Hobbs made a motion to approve to exclude all sexually oriented businesses, medical marijuana dispensaries, and liquor stores, and Vice Chairman Mohler seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved.

11. Discussion and possible approval of Bixby Specific Use Permit (B.X.S.U.P.) number 23.06, Specific Use Permit for Christian Brothers Automotive, containing 1.11 acres in Section 1, Township 18 North, Range 13 East, located at 8250 East 121st Street.

Chairman Hobbs asked if there was a motion to approve the Specific Use Permit (BXSUP 23.06) for Christian Brothers Automotive. Vice Chairman Mohler made a motion to approve per staff recommendations, and Chairman Hobbs seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved.

12. Discussion and possible approval of Bixby Site Plan (B.X.S.P.) number 23.16, Site Plan for Christian Brothers Automotive, containing 1.11 acres in Section 1, Township 18 North, Range 13 East, located at 8250 East 121st Street.

Pending Approval

Chairman Hobbs asked if there was a motion to approve the Site Plan (BXSP 23.16) for Christian Brothers Automotive. Chairman Hobbs made a motion to approve and amended the original motion to require a monument sign, and Vice Chairman Mohler seconded. The vote was recorded as follows:

Mr. Mohler	Yes
Mr. Holland	Yes
Mr. Hobbs	Yes
Mr. Whisman	Yes

Motion was Approved.

Old Business – No old business.

New Business – No new business

The meeting adjourned at 7:14 pm

_____
Planning Commission

_____
Secretary

Pending Approval

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Gwen Plante, Assistant City Planner

Date: Monday, December 12, 2023

Name: Richard Roberts Ministries (formerly known as Oral Roberts Ministries)

RE: Richard Roberts Ministries –Final Plat BXPT-23.21

Location: East 151st Street South and South Harvard Avenue

STR: Section 20, Township 17N, Range 13E

Applicant: The Schemmer Associates Inc.

Site Stats:

Acres:	Number of Lots:	Number of Blocks:
6.27 +/-	1	1

Request:
The Schemmer Associates Inc. is requesting a Final Plat approval for Richard Roberts Ministries (formerly known as Oral Roberts Ministries)

Existing Zoning; Use:
Commercial Shopping (CS); Vacant

Abutting Zoning; Use:
North: (AG) Agriculture; E 151st Street South, Vacant
East: (CS) Commercial Shopping; Vacant
(AG) Agriculture; Vacant
South: (AG) Agriculture; Large Single-Family Lot
West: (AG) Agriculture; Large Single-Family Lot

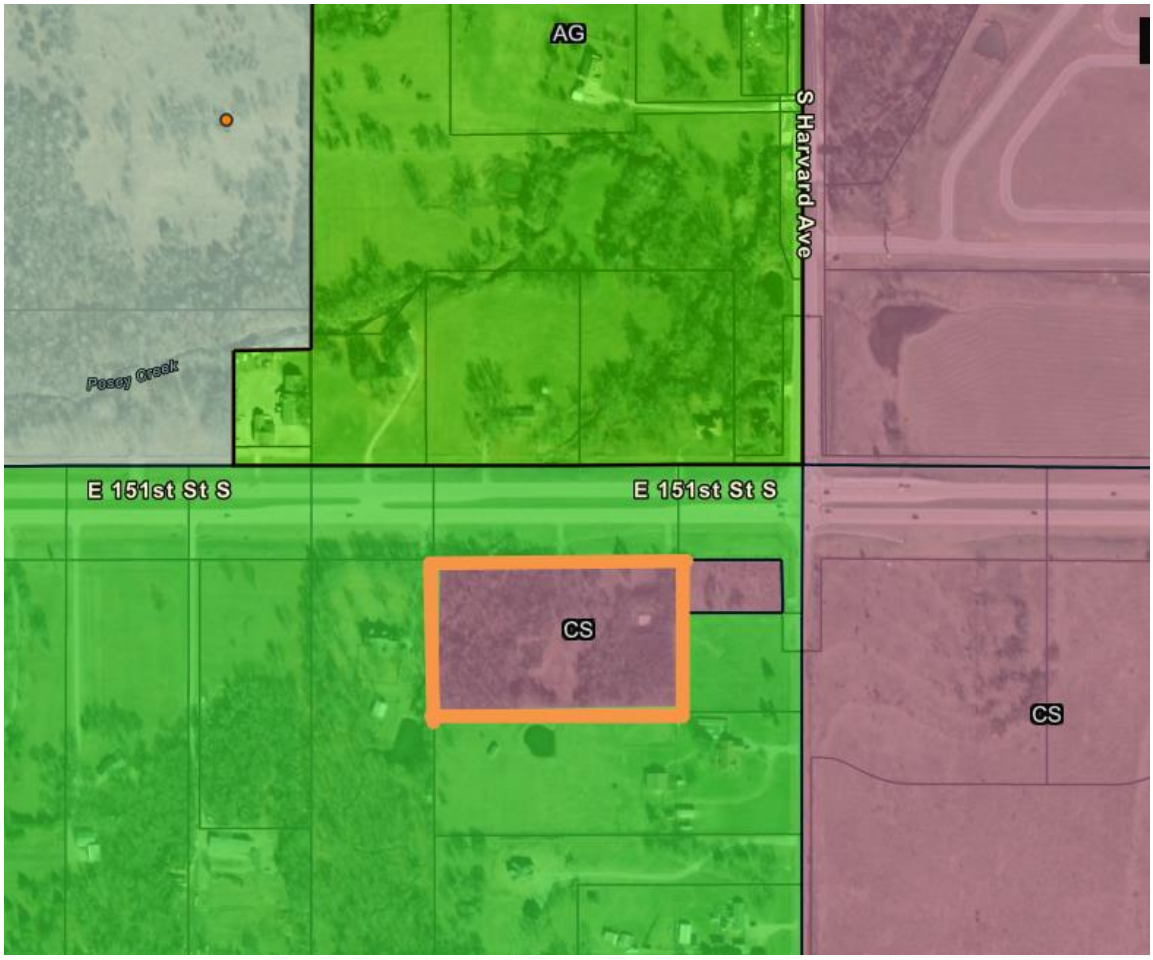


Figure 1: City of Bixby Zoning Map

Staff Review

The applicant is requesting a Final Plat. The Preliminary Plat was heard and approved in May 2022 (Oral Roberts Ministries). The proposed development is consistent with the Comprehensive Plan.

Utilities/Site Area:
Water: Creek County Rural Water District #2 will supply water.
Sanitary Sewer: an 8" sanitary sewer is located approximately .5 miles to the East, the line runs W/E on the North side of the property.
Storm Sewer: Detention area is located within reserve Area 1

Planning Review Comments:

1. On December 13, 2021, the City Council approved the Re-zone of the property for Oral Roberts Ministries.
2. On May 22, 2022, the City Council approved the Preliminary Plat for Oral Roberts Ministries.
3. At the building permit phase, a Detailed Site Plan shall be submitted and reviewed as this is a property that is located within the Corridor Appearance District.

Engineering Comments: None

Public Comments: No comments have been received at the time of writing.

Staff Comments:

1. Staff supports approval of the requested Final Plat.

Figures: Figure 1: City of Bixby Zoning Map
Attachments: Exhibit A: Final Plat with Deed of Dedication and Restrictive Covenants.

Final Plat

Richard Roberts Ministries

A SUBDIVISION, IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NE/4 OF SECTION TWENTY (20), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

Land Summary

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK AND ONE (1) RESERVE AREA.

BLOCK 1.....1 LOT

SUBDIVISION CONTAINS 272,851 SF/6.26 ACRES

Legend

LNA.....LIMITS OF NO ACCESS
ACC.....LIMITS OF ACCESS
FL/E.....FENCE & LANDSCAPE EASEMENT
U/E.....UTILITY EASEMENT

Monumentation

AS NOTED ON THE FACE OF THE PLAT.

Basis of Bearings

THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
N 88°40'56" E (PER THIS SURVEY)

ADS Benchmark

AERIAL DATA SERVICE MONUMENT: TUL2
3" ALUMINUM CAP-FLUSH-STAMPED "TUL2", SET S.E. OF 151ST ST, AND HARVARD AVE. THE STATION IS 2.0' NORTH OF CARSONITE WITNESS POST.

UTILITY CONTACTS

WATER
CREEK COUNTY RWD #2
2425 W. 121st St. S.
Jenks, OK 74037
918-299-4448

AEP PUBLIC SERVICE
COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK, 74119
1-888-216-3523

OKLAHOMA NATURAL GAS
COMPANY
2319 W. EDISON ST.
TULSA, OK, 74127
918-834-8000

SEWER
CITY OF BIXBY
116 W NEEDLES, P.O. BOX 70
BIXBY, OK 74008
918-366-4430

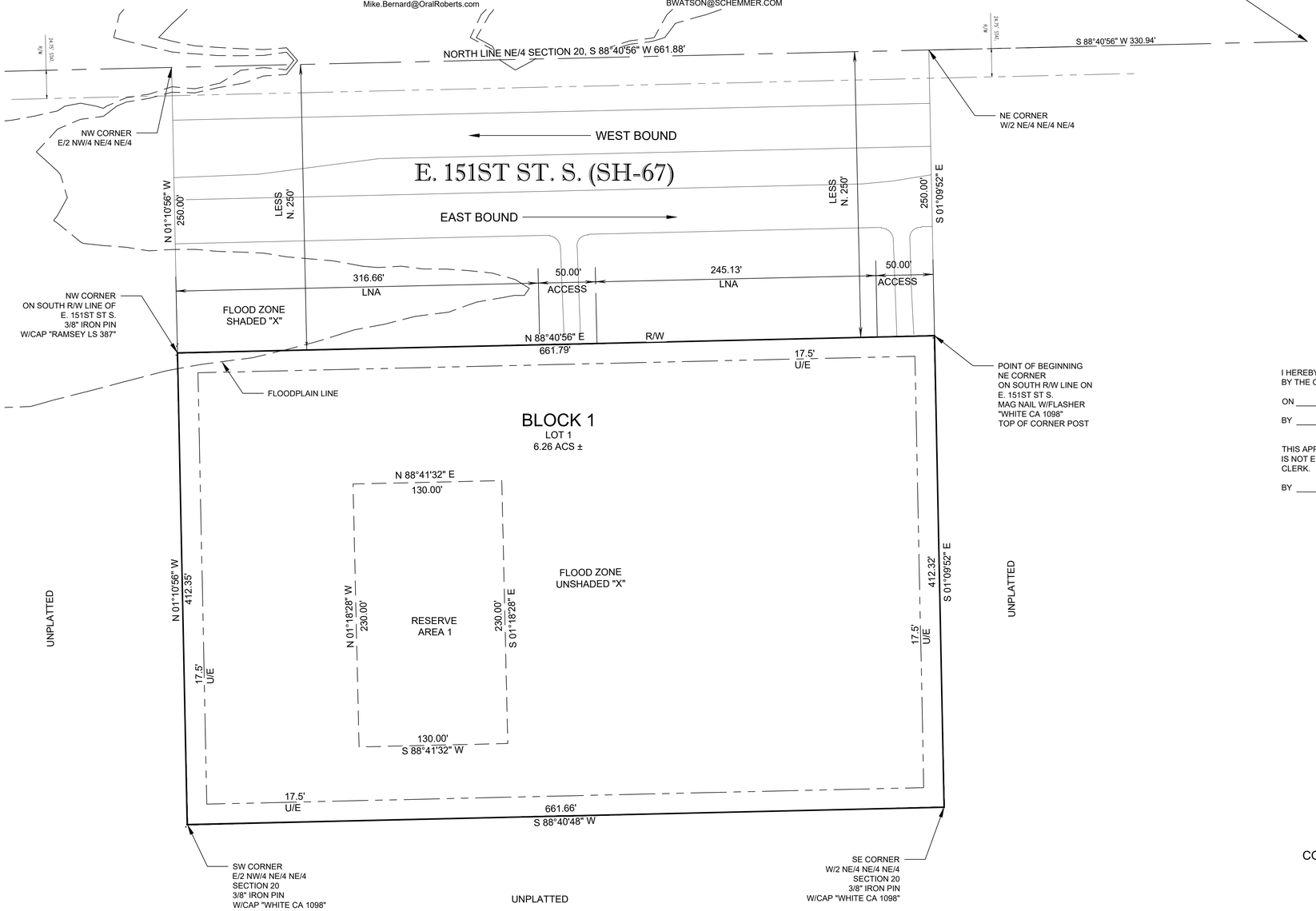
AT&T
800-464-7928

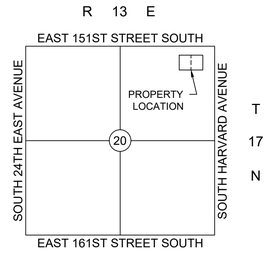
FLOODPLAIN

FIRM PANEL NO. 40143C0429L DATED OCTOBER 16TH, 2012 CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE UNSHADED "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND AS ZONE SHADED "X", AN AREA DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

Owner / Developer
ORAL ROBERTS EVANGELISTIC ASSOCIATION, USA
P.O. BOX 2187
TULSA, OKLAHOMA 74102
PHONE: (918) 591-2113
FAX: (918) 591-2160
CONTACT: MR. MIKE BERNARD
Mike.Bernard@OralRoberts.com

Engineer/Surveyor
THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2025
BWATSON@SCHEMMER.COM





Location Map
SCALE: 1"=2000'

FINAL PLAT

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY.

ON _____

BY _____
MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.

BY _____
MAYOR - VICE MAYOR

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

RICHARD ROBERTS MINISTRIES
Sheet 1 of 2
Date Prepared: November 3, 2023

RICHARD ROBERTS MINISTRIES

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ORAL ROBERTS EVANGELISTIC ASSOCIATION, USA, A RELIGIOUS ORGANIZATIONS INDUSTRY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 NE/4 NE/4 NE/4) AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (E/2 NW/4 NE/4 NE/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF: LESS THE NORTH 250 FEET OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (E/2 NW/4 NE/4 NE/4) AND LESS THE NORTH 250.00 FEET OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 NE/4 NE/4 NE/4). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE NE/4 NE/4 OF SECTION 20,
THENCE S 88°40'56" W ALONG THE NORTH LINE OF SAID NE/4 NE/4 A DISTANCE OF 330.94 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 NE/4 NE/4 NE/4),
THENCE S 01°09'52" E ALONG THE EAST LINE OF SAID W/2 NE/4 NE/4 NE/4 A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A MAG NAIL WITH A FLASHER STAMPED "WHITE CA 1098" AND LOCATED ON TOP OF FENCE CORNER POST, THENCE CONTINUING S 01°09'52" E ALONG THE EAST LINE OF W/2 NE/4 NE/4 NE/4 A DISTANCE OF 412.32 FEET TO THE SOUTHEAST CORNER OF SAID W/2 NE/4 NE/4 NE/4, SAID SOUTHEAST CORNER BEING A 3/8" IRON PIN WITH A YELLOW CAP STAMPED "WHITE CA 1098",THENCE S 88°40'48" W A DISTANCE OF 661.66 FEET TO THE SOUTHWEST CORNER OF SAID E/2 NW/4 NE/4 NE/4, SAID SOUTHWEST CORNER BEING A 3/8" IRON PIN WITH A YELLOW CAP STAMPED "WHITE CA 1098", THENCE N 01°10'56" W ALONG THE WEST LINE OF SAID E/2 NW/4 NE/4 NE/4 A DISTANCE OF 412.35 FEET TO A POINT THAT IS 250.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID E/2 NW/4 NE/4 NE/4, SAID POINT BEING A 3/8" IRON PIN WITH A YELLOW CAP STAMPED "RAMSEY LS 387",
THENCE N 88°40'56" E A DISTANCE OF 661.79 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 272,851.00 SQUARE FEET / 6.26 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "RICHARD ROBERTS MINISTRIES", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "RICHARD ROBERTS MINISTRIES" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY 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, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTH SIDE PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND EACH SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN. STORM SEWER SHALL BE PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATE (POA).

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER AND STORM SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND SEWER FACILITIES.

5. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

6. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.

7. WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF CREEK COUNTY RURAL WATER DISTRICT NO. 2, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO CREEK COUNTY RURAL WATER DISTRICT NO. 2. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

8. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

E. RESERVE AREA "A" & STORMWATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA "A" (HEREIN AFTER REFERRED TO THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE PROPERTY OWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

B. THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

C. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION.

D. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION.

E. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 151ST STREET SOUTH (OKLAHOMA STATE HIGHWAY 67 DESIGNATED AS "LIMITS OF NO ACCESS" L.N.A" ON THE ACCOMPANYING PLAT.) THE LNA MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE LNA ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

LOT OWNERS AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOT WITHIN RICHARD ROBERTS MINISTRIES (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION" TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF RICHARD ROBERTS MINISTRIES.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II. PROPERTY OWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE PROPERTY OWNERS' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE PROPERTY OWNERS' ASSOCIATION.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION IV.

IN WITNESS WHEREOF, ORAL ROBERTS EVANGELISTIC ASSOCIATION, USA, A RELIGIOUS ORGANIZATIONS INDUSTRY, HAS EXECUTED THIS INSTRUMENT THIS_____DAY OF_____2023.

ORAL ROBERTS EVANGELISTIC ASSOCIATION, USA,
A RELIGIOUS ORGANIZATIONS INDUSTRY

MIKE BERNARD, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____ DAY OF_____2023,
BY MIKE BERNARD AS MANAGER OF ORAL ROBERTS EVANGELISTIC ASSOCIATION, USA, A RELIGIOUS ORGANIZATIONS INDUSTRY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____:
MY COMMISSION NUMBER IS_____:

CERTIFICATE OF SURVEY

I, A.B. WATSON JR., A REGISTERED 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "RICHARD ROBERTS MINISTRIES", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

A.B. WATSON JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1057

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ , 2023 BY A.B. WATSON JR., AS A REGISTERED PROFESSIONAL LAND SURVEYOR.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____:
MY COMMISSION NUMBER IS_____:

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Gwen Plante, Assistant City Planner

Date: December 12, 2023

Name: ***ROBINSON RANCH SOUTH***

RE: Preliminary Plat (BXPT 23.20)

Location: Approximately One-half mile South of 161st Street and East of Memorial Drive.
42.216 *(+/-) Acres*

STR: Section 25, Township 17N, Range 13E

Applicant: Tanner Consulting, LLC

Request:

Preliminary Plat approval for Robinson Ranch South

Description:

The applicant is requesting Preliminary Plat approval for Robinson Ranch South.

The PUD allows for efficient use of the land by allowing 135 dwelling units with higher development standards than required under the existing zoning code, including minimum dwelling size and minimum masonry requirements.

Existing Zoning; Residential Single-Family (RS-3) with PUD (BXPUD 23.04)

Abutting Zoning; Use:
North: (RMH) Residential Manufactured Home Park, and (RS-3) Residential Single Family
East: (AG) Agriculture; Vacant
South: (RS-1) Residential Single Family
West: (CS) Commercial Shopping, Vacant

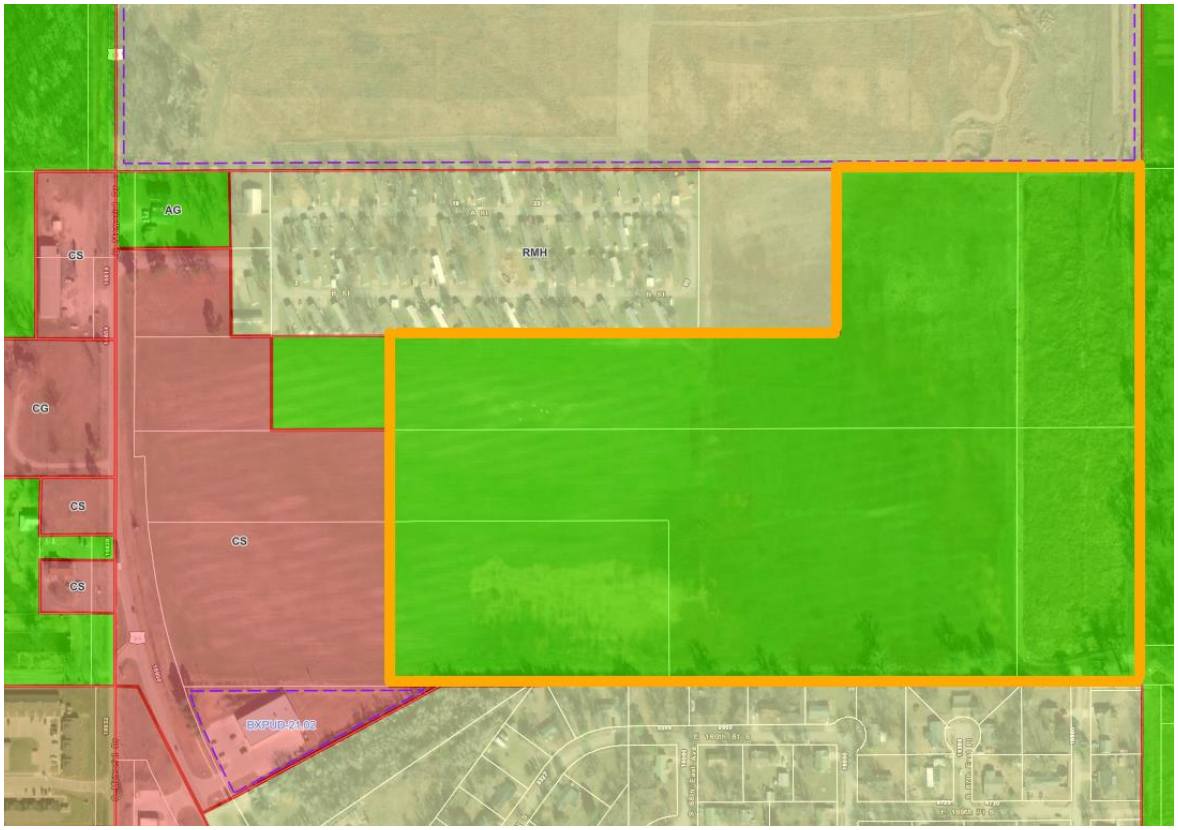


Figure 1: City of Bixby Zoning Map

Staff Review

The applicant is requesting a Preliminary Plat (BXPT 23.20).

Project Overview:
One Hundred Twenty-two (122) lots in eight (8) Blocks, four (4) Reserve Areas

20% Minimum Number of **65 ft wide lots**;
10% Minimum Number of **70 ft wide lots**.

- 81 Lots – 60 ft. Minimum lots
- 27 Lots - 65 ft. Minimum lots
- 14 Lots – 70 ft. Minimum Lots

Utilities/Site Area:

- 12" Water line located on the East side of Memorial Drive.
- Sanitary sewer is located on the property and drains to the existing Saker lift station. The Application states if the lift station is at capacity a 12" line on the East side of South Memorial Drive can be extended approximately 1,200 feet to the site.

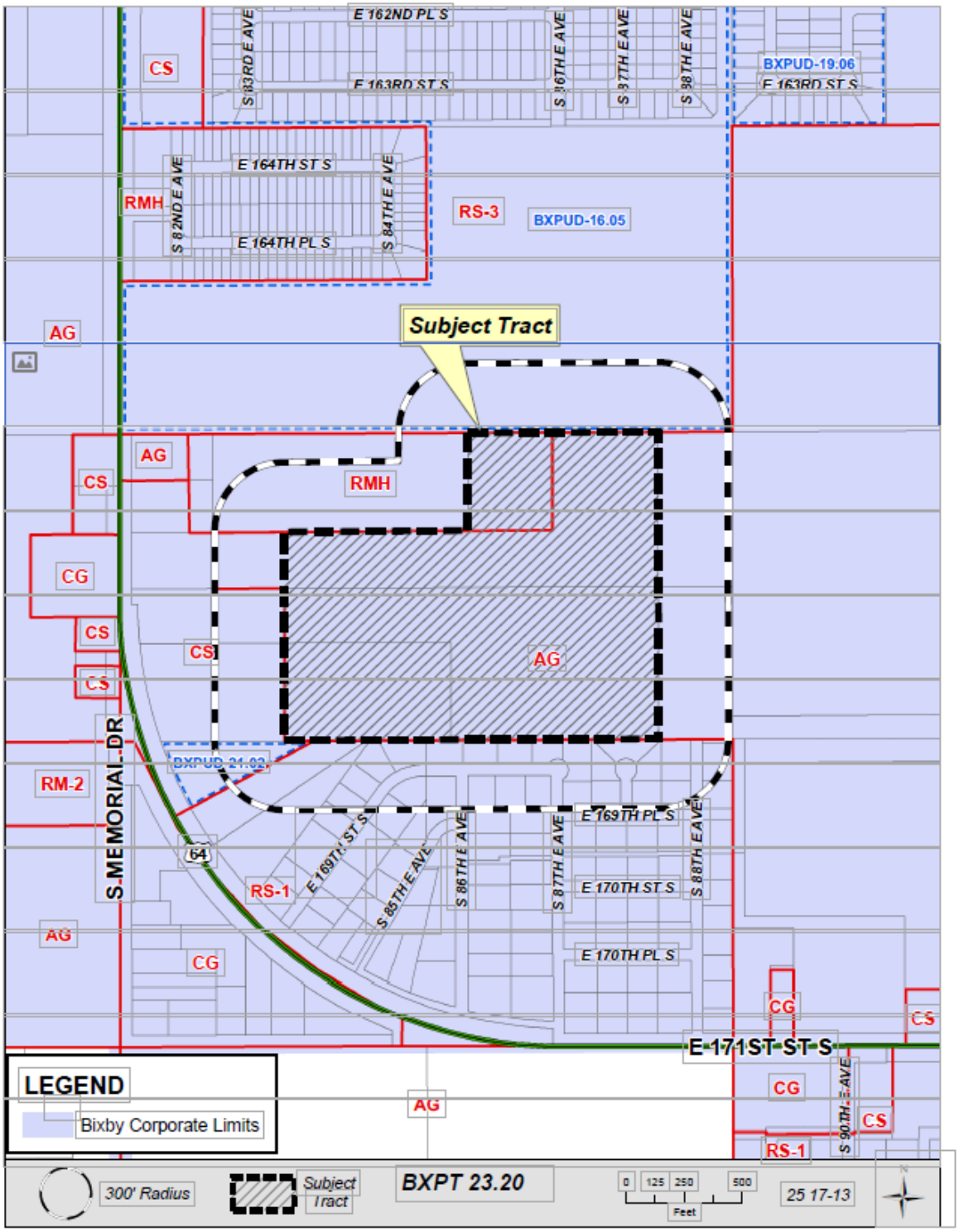
Public Comments: No comments have been received by staff, for or against, regarding the application for Preliminary Plat.

Staff Comments:

1. Staff supports approval of the requested Preliminary Plat

Staff Recommendation: Approval

Figures: Figure 1: City of Bixby Zoning Map

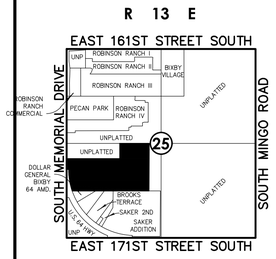


Preliminary Plat

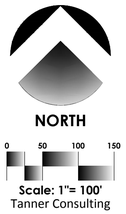
BXPUD-23.04

Robinson Ranch South

PART OF THE SOUTHWEST QUARTER (SW/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



Location Map
Scale: 1"= 2000'
NORTH



SUBDIVISION CONTAINS:

ONE HUNDRED TWENTY-TWO (122) LOTS
IN EIGHT (8) BLOCKS
WITH FOUR (4) RESERVES
GROSS SUBDIVISION AREA: 42.216 ACRES

EIGHTY-ONE (81) 60' MIN. LOTS
TWENTY-SEVEN (27) 65' MIN. LOTS
FOURTEEN (14) 70' MIN. LOTS

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
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
o	FOUND MONUMENT
•	SET MONUMENT (SEE NOTE 2)

Developer:
Tulsa L Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RAUSCHCOLEMAN.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

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. 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 FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW4) OF SECTION 25;
   (B) 3/8" IRON PIN FOUND WITH YELLOW CAP "WHITE" AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°35'41" EAST.
4. 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.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH MEMORIAL DRIVE AND BY SOUTH 86TH EAST AVENUE, BEING PUBLIC STREETS.
6. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	78.33'	430.00'	10°26'13"	N83°25'03"E	78.22'
2	146.73'	370.00'	22°43'19"	N77°16'31"E	145.77'
3	43.81'	25.00'	100°23'44"	N51°36'11"W	38.41'
4	29.78'	25.00'	68°14'44"	N32°43'03"E	28.05'
5	209.80'	530.00'	22°40'50"	N77°15'16"E	208.43'
6	178.45'	470.00'	21°45'16"	N77°43'03"E	177.38'
7	142.05'	930.00'	8°45'06"	N87°01'46"W	141.92'
8	132.89'	870.00'	8°45'06"	N87°01'46"W	132.76'
9	265.78'	870.00'	17°30'12"	N88°35'41"E	264.75'
10	284.11'	930.00'	17°30'12"	N88°35'41"E	283.00'
11	142.05'	930.00'	8°45'06"	N84°13'08"E	141.92'
12	132.89'	870.00'	8°45'06"	N84°13'08"E	132.76'
13	39.27'	25.00'	90°00'00"	N43°35'41"E	35.36'
14	39.27'	25.00'	90°00'00"	N46°24'19"W	35.36'
15	16.09'	25.00'	36°52'12"	N70°09'35"E	15.81'
16	142.23'	50.00'	162°58'44"	N46°47'08"W	98.90'
17	15.76'	25.00'	36°06'33"	N16°38'57"E	15.50'
18	16.09'	25.00'	36°52'12"	N19°50'25"W	15.81'
19	142.89'	50.00'	163°44'23"	N43°35'41"E	98.99'
20	16.09'	25.00'	36°52'12"	N72°58'13"W	15.81'
21	164.30'	1025.00'	9°11'03"	N86°48'48"W	164.13'
22	156.29'	975.00'	9°11'03"	N86°48'48"W	156.12'
23	488.90'	1525.00'	18°22'06"	N88°35'41"E	486.81'
24	472.87'	1475.00'	18°22'06"	N88°35'41"E	470.85'
25	156.29'	975.00'	9°11'03"	N84°00'09"E	156.12'
26	164.30'	1025.00'	9°11'03"	N84°00'09"E	164.13'
27	142.89'	50.00'	163°44'23"	N46°24'19"W	98.99'
28	16.09'	25.00'	36°52'12"	N17°01'47"E	15.81'

DATE OF PREPARATION: November 3, 2023

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Robinson Ranch South
SHEET 1 OF 3

Preliminary Plat

BXPUD-23.04

Robinson Ranch South

PART OF THE SOUTHWEST QUARTER (SW/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:

A TRACT OF LAND THAT IS A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID N/2 SW/4; THENCE SOUTH 88°35'41" WEST AND ALONG THE NORTH LINE OF THE N/2 SW/4, FOR A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°14'05" EAST FOR A DISTANCE OF 1,320.76 FEET TO A POINT ON THE SOUTH LINE OF THE N/2 SW/4; THENCE SOUTH 88°38'10" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,618.67 FEET; THENCE NORTH 1°11'25" WEST AND PARALLEL WITH THE WEST LINE OF THE N/2 SW/4, FOR A DISTANCE OF 630.00 FEET; THENCE SOUTH 88°38'10" WEST AND PARALLEL WITH THE SOUTH LINE, FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 64; THENCE NORTH 1°11'25" WEST AND ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 60.00 FEET; THENCE NORTH 88°38'10" EAST AND PARALLEL WITH THE SOUTH LINE, FOR A DISTANCE OF 650.00 FEET; THENCE NORTH 1°11'25" WEST AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 209.59 FEET; THENCE NORTH 88°35'41" EAST AND PARALLEL WITH THE NORTH LINE OF SAID N/2 SW/4, FOR A DISTANCE OF 801.57 FEET; THENCE NORTH 1°24'19" WEST AND PERPENDICULAR TO THE NORTH LINE FOR A DISTANCE OF 420.00 FEET TO A POINT ON THE NORTH LINE; THENCE NORTH 88°35'41" EAST AND ALONG THE NORTH LINE, FOR A DISTANCE OF 817.65 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,838,907 SQUARE FEET OR 42.216 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 FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25;
B) 3/8" IRON PIN WITH YELLOW CAP "WHITE" FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°35'41" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO ONE HUNDRED TWENTY-TWO (122) LOTS IN EIGHT (8) 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 SOUTH," 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. RESERVES A, B, C, AND D, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

2. RESERVES A, B, C, AND D ARE RESERVED FOR STORMWATER DRAINAGE, 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. RESERVES A, B, C, AND D, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS BOTH OVERLAND DRAINAGE EASEMENTS AND AS GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES, STRUCTURES, AND USES AS OUTLINED HEREINABOVE.

4. 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 III. 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.

5. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM THE NECESSARY MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. 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 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.

6. 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/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 UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION 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 EASEMENT AREAS OR DRAINAGE FACILITIES LOCATED THEREIN OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILATATION, 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 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 HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION III. HEREIN, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. AT A MINIMUM, CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- 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 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 SILATATION, 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 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 SOUTH" WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-23.04 ("ROBINSON RANCH SOUTH") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-23.04 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON OCTOBER 16, 2023, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 23, 2023 WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2454) APPROVED OCTOBER 23, 2023, WITH EMERGENCY CLAUSE ATTACHED, MAKING THE SAME EFFECTIVE IMMEDIATELY UPON ITS PASSAGE; 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 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-23.04, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-23.04 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 OCTOBER 23, 2023.

B. DEVELOPMENT STANDARDS

GROSS LAND AREA: 1,799,908 SF 41.320 ACRES
NET LAND AREA: 1,799,908 SF 41.320 ACRES
PERMITTED USES:
USE UNIT 1 AREA WIDE USES BY RIGHT; USE UNIT 6 SINGLE-FAMILY DWELLINGS ON INDIVIDUAL LOTS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.
MAXIMUM NUMBER OF DWELLING UNITS: 135
MINIMUM LOT WIDTH †: 60 FEET
MINIMUM NUMBER OF 65' WIDE LOTS: 20% OF TOTAL LOT COUNT
MINIMUM NUMBER OF 70' WIDE LOTS: 10% OF TOTAL LOT COUNT
MINIMUM LOT SIZE: 6,600 SF
MINIMUM LAND AREA PER DWELLING UNIT: 8,400 SQUARE FEET *
MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT **
OFF-STREET PARKING AND FRONT YARD COVERAGE:
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.
MINIMUM LIVABILITY SPACE: 2,000 SF ***
MINIMUM SETBACKS:
FRONT YARD: 20 FT
REAR YARD: 20 FT
SIDE YARD (INTERIOR): 5 FT
SIDE YARD ABUTTING STREET: 15 FT
GARAGE FACING SIDE YARD STREET: 20 FT
OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT
MINIMUM DWELLING SIZE: 1,175 SQUARE FEET
FIRST FLOOR EXTERIOR MATERIALS:
100% MASONRY TO 1ST FLOOR PLATE ****

* *MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-7I-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.*

** *ARCHITECTURAL FEATURES MAY EXTEND A MAXIMUM OF FIVE FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.*

*** *LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.*

**** *MASONRY SHALL INCLUDE BRICK, NATURAL OR MANUFACTURED STONE, AND STUCCO.*

† *DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.*

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. ACCESS & CIRCULATION

AS DESIGNED, THE DEVELOPMENT WILL HAVE ACCESS TO SOUTH MEMORIAL DRIVE VIA RIGHT-OF-WAY DEDICATION AND A CONNECTION TO THE NORTH TO A FUTURE PHASE OF ROBINSON RANCH. A COLLECTOR STREET WILL RUN FROM SOUTH MEMORIAL DRIVE THROUGH THE DEVELOPMENT AND CONNECT TO THE PROPOSED COLLECTOR STREET IN ROBINSON RANCH. ALL OTHER STREETS WITHIN THE SUBDIVISION WILL BE LOCAL, MINOR RESIDENTIAL STREETS.

STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE.

SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

DATE OF PREPARATION: November 6, 2023

Preliminary Plat

BXPUD-23.04

Robinson Ranch South

PART OF THE SOUTHWEST QUARTER (SW/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)

2. LANDSCAPING & SIGNS

SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. RESIDENTIAL SIGNAGE SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE. LANDSCAPING SHALL MEET THE REQUIREMENTS OF THE CITY OF BIXBY ZONING CODE.

3. UTILITIES & DRAINAGE

A 12" WATERLINE IS LOCATED ON THE EAST SIDE OF SOUTH MEMORIAL DRIVE AND AN 8" WATERLINE IS PLANNED TO STUB INTO THE SITE FROM ROBINSON RANCH PHASE 5. WATERLINES WILL BE EXTENDED TO SERVE THE SITE AND SHALL BE LOOPED TO PROVIDE WATER SERVICE AND FIRE PROTECTION. FIRE HYDRANT LOCATIONS SHALL BE APPROVED BY THE BIXBY FIRE MARSHAL DURING ENGINEERING REVIEW.

A SANITARY SEWER LINE IS LOCATED ON THE PROPERTY, WHICH DRAINS TO THE EXISTING SAKER LIFT STATION. SHOULD THE LIFT STATION BE AT CAPACITY, A 12" LINE ON THE EAST SIDE OF SOUTH MEMORIAL DRIVE CAN BE EXTENDED APPROXIMATELY 1,200 FEET TO THE SITE.

A LARGE STORMWATER DRAINAGE FACILITY IS CONCEPTUALLY PLANNED IN THE CENTER OF THE SITE, IN ADDITION TO UNDERGROUND STORM SEWER SYSTEMS AND OPEN CHANNELS AS NEEDED. THIS FACILITY WILL DRAIN EAST TO RECENTLY CONSTRUCTED CHANNELS OFFSITE, ULTIMATELY DRAINING TO SNAKE CREEK. GRADING AND STORM SEWER PLANS ARE SUBJECT TO THE APPROVAL OF BIXBY CITY STAFF.

4. PLATTING & SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY CITY OF BIXBY CITY COUNCIL AND FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS AND DWELLING UNITS CONTAINED WITHIN THE PLAT.

5. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY, INCLUDING REQUIREMENTS OF THE FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY, SHALL BE MET.

SECTION III. RESTRICTIVE COVENANTS

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

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY 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 SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

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

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 ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT 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. 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, 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 A PERIOD IN EXCESS OF ONE (1) DAY. 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 YARD. ACCORDINGLY, 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 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 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 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 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.

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. THE HOA HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, 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, AND THE SUBSEQUENT OWNERS THEREOF, SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN 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, BY ACCEPTANCE 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 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 LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

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

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO 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, 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 NOXIOUS 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 DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-16.05 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-16.05 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER OR 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 L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS ________ DAY OF ___________, 20___.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY_________________________________
STEPHEN LIEUX, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS ______ DAY OF ________________, 20__, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID 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 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 HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS ______ DAY OF ______________, 20___.

_____________________ _________________________________
MY COMMISSION EXPIRES 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 SOUTH", 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 ________ DAY OF ____________, 20__.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS __________ DAY OF ______________________, 20___, 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

JENNIFER R. MILLER
NOTARY
12002299
EXP 03/08/2024
PUBLIC
STATE OF OKLAHOMA

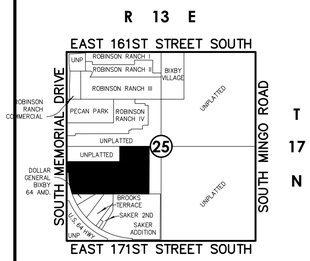
DATE OF PREPARATION: November 6, 2023

Conceptual Utility Plan

BXPUD-23.04

Robinson Ranch South

PART OF THE SOUTHWEST QUARTER (SW/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



Location Map
Scale: 1"= 2000'
NORTH

SUBDIVISION CONTAINS:

ONE HUNDRED TWENTY-TWO (122) LOTS
IN EIGHT (8) BLOCKS
WITH FIVE (5) RESERVES

PURCHASE AREA = 42.216 ACRES

- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM SEWER INLET

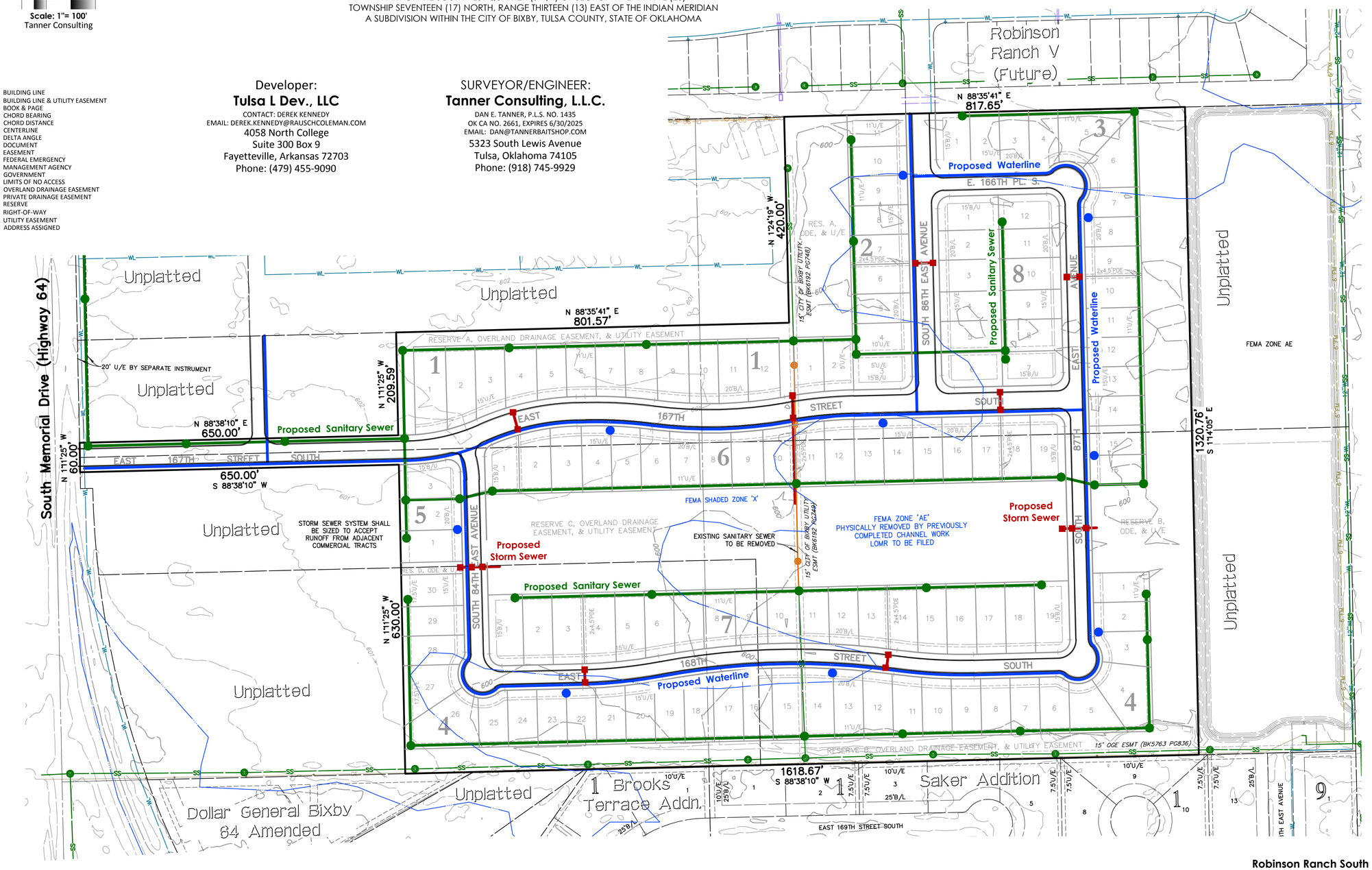
NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

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
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

Developer:
Tulsa L Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RAUSCHCOLEMAN.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



DATE OF PREPARATION: November 3, 2023

Robinson Ranch South
SHEET 1 OF 1

P:\2023\23069\CIVIL\SHEETS\23069CUP.DWG, CUP, 11/3/2023 11:58 PM, MPASCO, IL, TANNER CONSULTING, LLC, OK CA 2661 Exp 6/30/2025

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Gwen Plante, Assistant City Planner

Date: December 12, 2023

Name: The Bungalows IV at Willow Creek

RE: The Bungalows IV at Willow Creek (BXPT 23.19)

Location: West of Mingo Road and South of 131st Street

STR: Section 12, Township 17N, Range 13E

Applicant: Engineered by Design, PLLC

Request:
Approval of Final Plat for The Bungalows IV at Willow Creek

Existing Zoning; Use:
Residential Single-Family (RS-3),
Residential Multi-Family District (RM-3) and PUD 78

STR: Section 12, T17N, R13E

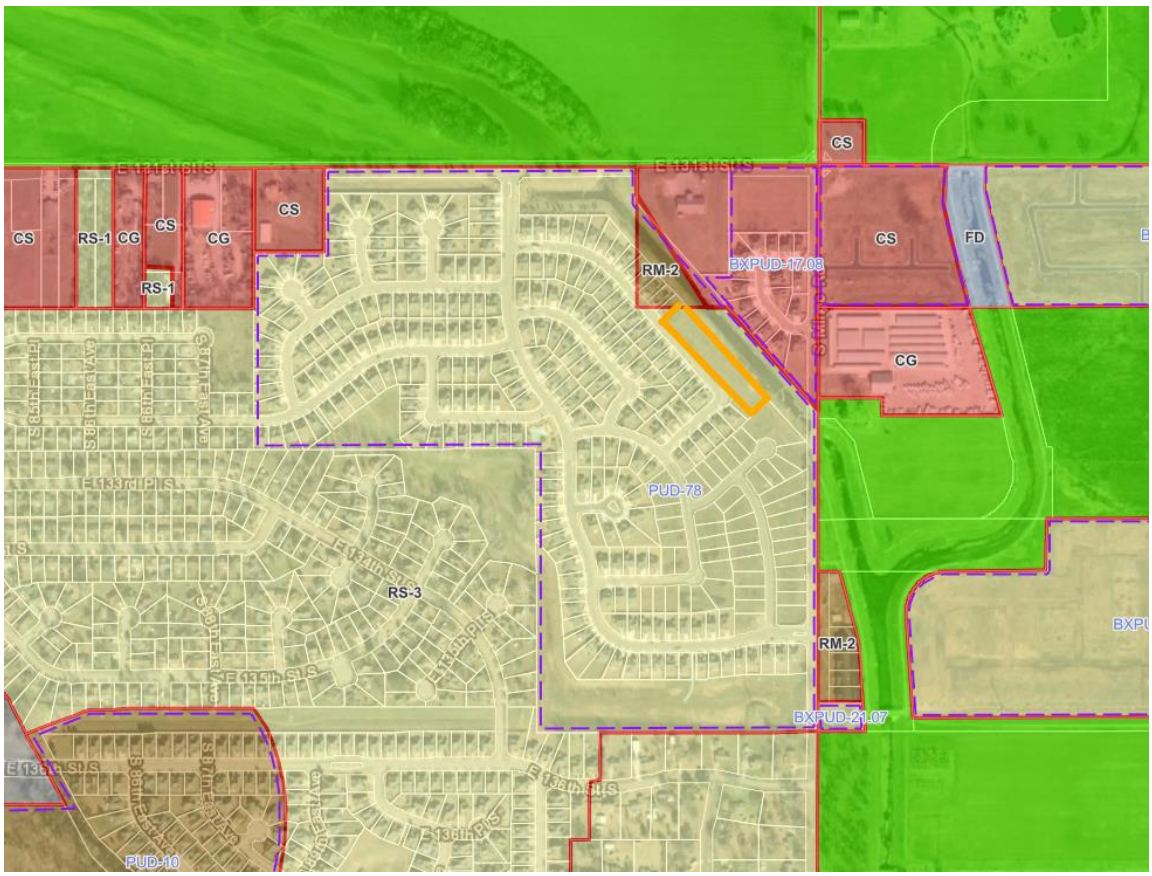
Size of Tract: 2.51 Acres

Lot Info: 12 Lots, 1 Block

Existing Use: Currently Platted as a Reserve area within an existing subdivision.

Proposed Use: Residential Single-Family (RS-3)

Figure 1: City of Bixby Zoning Map



Staff Review

The applicant is requesting a Final Plat. The proposed development area is consistent with the current development.

Utilities/Site Area: Existing

Planning Review Comments:

- Staff supports and recommends approval of the requested Conditional Final Plat (BXPT 23.19) with the following conditions:
  - All properties shall be removed from the floodplain prior to the filing of the final plat with Tulsa County. Removal pending Letter of Final Determination from FEMA.

Engineering Comments: None

Public Comments: No comments have been received at the time of writing.

Staff Comments:

Staff supports and recommends approval of the requested Conditional Final Plat.

Figures: Figure 1: City of Bixby Zoning Map
Attachments: Exhibit A: Final Plat with Deed of Dedication and Restrictive Covenants.

Planned Unit Development No. 78

The Bungalows IV

at Willow Creek

A RE-PLAT OF RESERVE "A", THE BUNGALOWS AT WILLOW CREEK AMENDED, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6815 AND A PART OF RESERVE "A", THE BUNGALOWS III AT WILLOW CREEK, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 7029.

Boundary Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	123.73'	50.00'		N 80°51'38" W	94.49'
C2	103.36'	50.00'		N 19°26'04" W	85.91'
C3	16.26'	25.00'		N 60°02'48" W	15.97'

Boundary Line Table

LINE	BEARING	DISTANCE
L1	S 80°01'44" W	137.52'
L2	N 41°23'46" W	108.13'
L3	N 48°36'15" E	43.25'
L4	N 50°12'58" W	116.66'
L5	N 41°23'45" W	397.94'
L6	N 48°36'24" E	125.05'
L7	S 41°23'36" E	608.03'
L8	S 41°23'36" E	252.78'

Legend

B/L -- BUILDING SETBACK LINE
U/E -- UTILITY EASEMENT

Owner / Developer

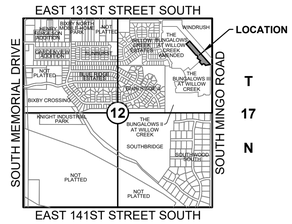
WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96TH STREET NORTH, STE 200
OWASSO, OKLAHOMA 74005
PHONE: (918) 274-0406
MR. PETE KOURTIS

Engineer

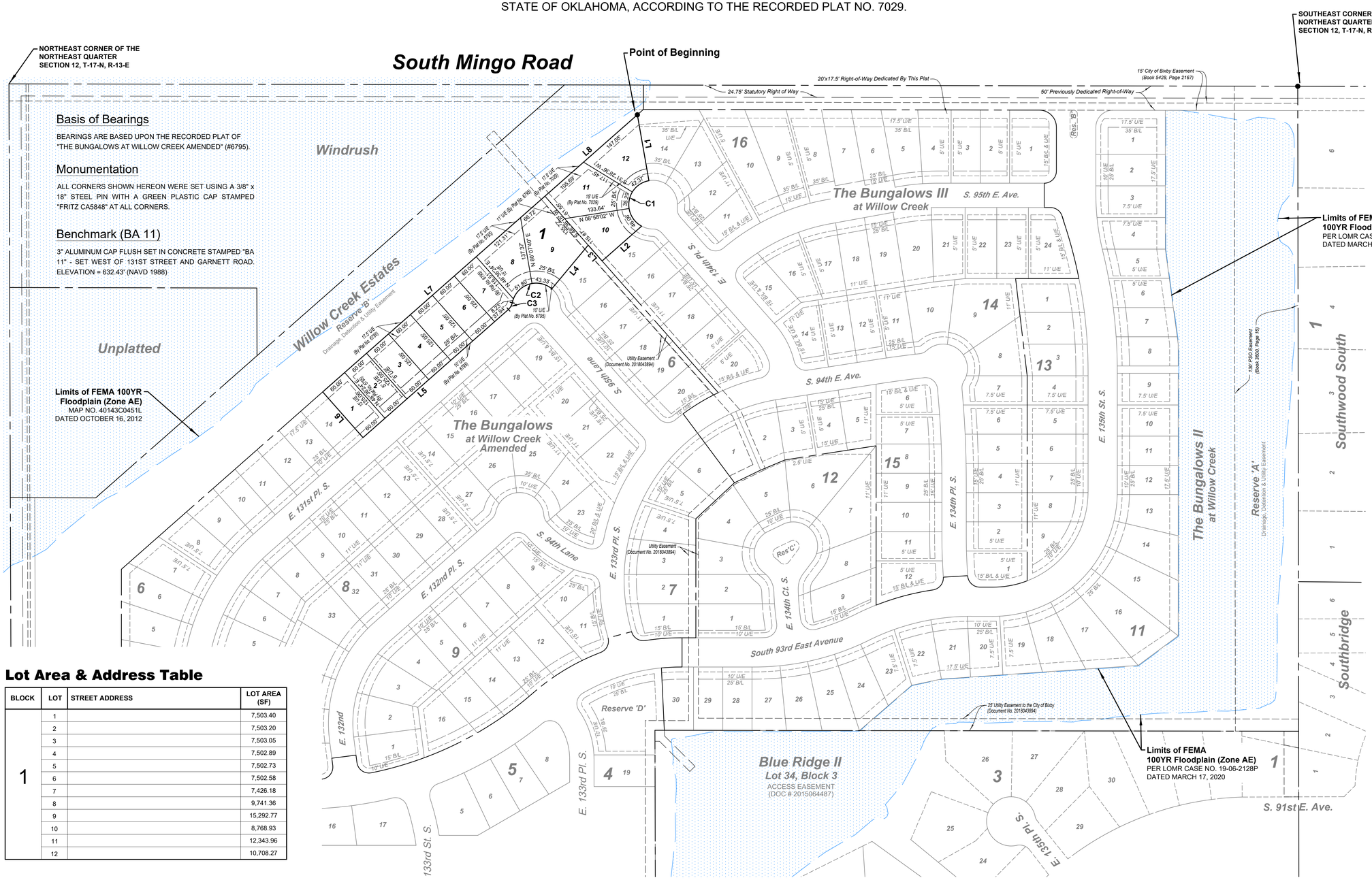
ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2024

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024



Location Map
SCALE: 1"=2000'



Subdivision Statistics

SUBDIVISION CONTAINS TWELVE (12) LOTS IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 109,299.3 SF OR 2.51 ACRES

N

Scale: 1" = 100'
0 50 100 200

Notes

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.

DRAFT FINAL PLAT #1
COUNTY TREASURER STAMP

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2024.

MICHAEL WILLIS, TULSA COUNTY CLERK

_____
DEPUTY

FINAL PLAT
CERTIFICATE OF APPROVAL

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

_____
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

Lot Area & Address Table

BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)
1	1		7,503.40
	2		7,503.20
	3		7,503.05
	4		7,502.89
	5		7,502.73
	6		7,502.58
	7		7,426.18
	8		9,741.36
	9		15,292.77
	10		8,768.93
	11		12,343.96
	12		10,708.27

Planned Unit Development No. 78
The Bungalows IV at Willow Creek
Sheet 1 of 2
DATE PREPARED: October 30, 2023

THE BUNGALOWS IV AT WILLOW CREEK

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS A RE-PLAT OF RESERVE "A", THE BUNGALOWS AT WILLOW CREEK AMENDED, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6815 AND A PART OF RESERVE "A", THE BUNGALOWS III AT WILLOW CREEK, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 7029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID RESERVE "A", THE BUNGALOWS III; THENCE SOUTH 80°01'44" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 137.52 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 134th PLACE SOUTH AND A POINT OF CURVATURE;THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 123.73 FEET, A CHORD BEARING OF NORTH 80°51'38" WEST AND A CHORD LENGTH OF 94.49 FEET TO THE SOUTHWEST CORNER OF SAID RESERVE "A";THENCE NORTH 41°23'46" WEST A DISTANCE OF 108.13 FEET TO THE WESTERNMOST CORNER OF SAID RESERVE "A";THENCE NORTH 48°36'15" EAST ALONG THE NORTHWESTERLY LINE THEREOF A DISTANCE OF 43.25 FEET TO THE SOUTHEAST CORNER OF SAID RESERVE "A", THE BUNGALOWS, PLAT NO. 6815;THENCE NORTH 50°12'58" WEST A DISTANCE OF 116.66 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH 95th LANE AND A POINT OF CURVATURE;THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 103.36 FEET, A CHORD BEARING OF NORTH 19°26'04" WEST AND A CHORD LENGTH OF 85.91 FEET TO A POINT OF REVERSE CURVATURE;THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 16.26 FEET, A CHORD BEARING OF NORTH 60°02'48" WEST AND A CHORD LENGTH OF 15.97 FEET TO THE EASTERLY RIGHT OF WAY LINE OF EAST 131st PLACE SOUTH;THENCE NORTH 41°23'45" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 397.94 FEET TO THE NORTHWEST CORNER OF SAID RESERVE "A";THENCE NORTH 48°36'24" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 125.05 FEET TO THE NORTHEAST CORNER OF SAID RESERVE "A"; THENCE SOUTH 41°23'36" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 608.03 FEET TO THE NORTHERNMOST CORNER OF SAID RESERVE "A", THE BUNGALOWS III, PLAT NO. 7029; THENCE SOUTH 41°23'36" EAST ALONG THE EASTERLY LINE THEREOF A DISTANCE OF 252.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 109,299.3 SQ. FEET OR 2.51 ACRES.

BEARINGS BASED UPON THE RECORDED PLAT.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"; AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE BUNGALOWS IV AT WILLOW CREEK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "THE BUNGALOWS IV AT WILLOW CREEK" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY 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, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND EACH SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSE OF NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

2. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

E. OVERLAND DRAINAGE AND STORMWATER DETENTION EASEMENT

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'A' (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

   a. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

   b. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

   c. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

   d. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/111TH OF THE COSTS.

   e. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

LOT OWNERS AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING, WHEN PERMITTED BY THE CITY OF BIXBY, OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. FENCING AND LANDSCAPING EASEMENT

THE OWNER/DEVELOPER HEREIN RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III A PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE PLAT AS "FENCE AND LANDSCAPE EASEMENT" OR "FL/E".

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WILLOW CREEK WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 78) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, PUD NO. 78 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 2, 2013 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON MAY 13, 2013 THE IMPLEMENTING ORDINANCE NO. 2120 & 272 BEING ADOPTED AND PUBLISHED ON SEPTEMBER 23, 2013, 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, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

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

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

A. DEVELOPMENT IN ACCORDANCE WITH PUD

THE BUNGALOWS IV AT WILLOW CREEK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF THE BUNGALOWS IV WILLOW CREEK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON MAY 13, 2013.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RS-3 ZONING DISTRICT AND SPECIFICALLY SINGLE-FAMILY RESIDENTIAL HOMES. ADDITIONALLY, ONE (1) USE UNIT 5 "NEIGHBORHOOD SWIMMING POOL AND/OR CLUBHOUSE" IS ALLOWED ON A LOT OR LOTS AS DETERMINED BY THE DEVELOPER/OWNER OF WILLOW CREEK. THE FACILITY SHALL BE SUBJECT TO A SITE PLAN AND, UPON COMPLETION OF CONSTRUCTION PURSUANT TO AN APPROVED BUILDING PERMIT, THE APPROVAL OF USE OF THE SINGULAR FACILITY SHALL ATTACH ONLY TO THE LOT OR LOTS ON WHICH THE BUILDING PERMIT WAS ISSUED.

D. DEVELOPMENT STANDARDS

DEVELOPMENT AREA – SINGLE FAMILY LOTS

PERMITTED USES SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

MINIMUM LOT WIDTH:	60 FEET, MEASURED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES.
MINIMUM HOME SQUARE FOOTAGE:	1500
MASONRY REQUIREMENT:	HOME EXTERIOR SHALL BE 50% MASONRY UP TO THE FIRST FLOOR PLATE LINE.

OTHER DIMENSIONAL STANDARDS AS SET FORTH WITHIN AN RS-3 DISTRICT

SIDEWALKS:
SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS ALONG PERIMETER AND INTERNAL STREETS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER.

SIGNS AND LANDSCAPING:
IDENTIFICATION SIGNAGE, IF TO BE INSTALLED FOR THIS DEVELOPMENT, SHALL COMPLY WITH BIXBY ZONING CODE SECTION 11-7B-3.B.4.B. LANDSCAPING OF RESERVES AND OPEN SPACES, IF ANY, SHALL MEET THE CITY OF BIXBY REQUIREMENTS.

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BIXBY ZONING CODE. THE DEVELOPMENT AND USE OF THE BUNGALOWS IV AT WILLOW CREEK SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON MAY 13, 2013.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE BUNGALOWS IV AT WILLOW CREEK (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE BUNGALOWS IV AT WILLOW CREEK.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BUNGALOWS IV AT WILLOW CREEK AND THE BYLAWS OF THE ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, AND SHALL AUTOMATICALLY RENEW OR EXTEND THEREAFTER, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. 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 PUD NO. 78 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 8TH DAY OF FEBRUARY, 2022.

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:________________________________
PETE KOURTIS, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF______________, 2024, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER OF WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER IS:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE BUNGALOWS IV AT WILLOW CREEK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

____
ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO.1694

PROFESSIONAL LAND SURVEYOR
ANDY FRITZ
1694
OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ___ DAY OF ______________, 2024, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

____
JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589

Notary Public Oklahoma
OFFICIAL SEAL
JENNIFER FRITZ
COMMISSION #: 14005589
My Commission Expires: 6/23/2026