TULSA COUNTY CLERK - PAT KEY
Doc # 6646 Page(s): 4 Recorded 12/22/2015 11:33:09 AM
Receipt # 15-17569 Fees: $30.00

PLAT No.

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DR.
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-17

OWNER:
KOWEN PROPERTIES, L.L.C.
2930 E. 51ST STREET SO.
TULSA, OKLAHOMA 74105
CONTACT: TOM WENRICK
PHONE: 918-625-1155
EMAIL: TOM@WENRICK.COM

FINAL PLAT
SOMERSET

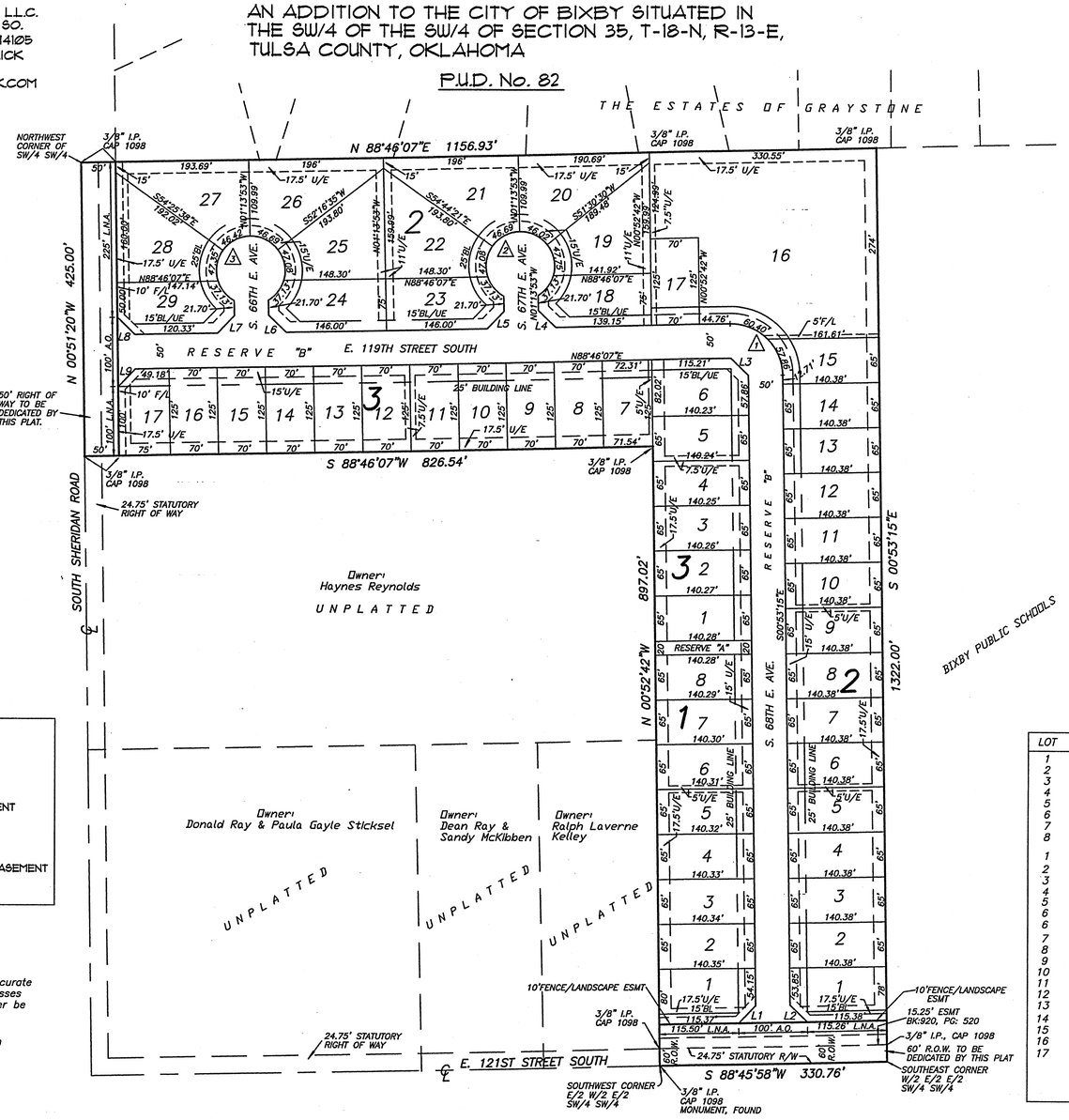
AN ADDITION TO THE CITY OF BIXBY SITUATED IN THE SW/4 OF THE SW/4 OF SECTION 35, T-18-N, R-13-E, TULSA COUNTY, OKLAHOMA

P.U.D. No. 82

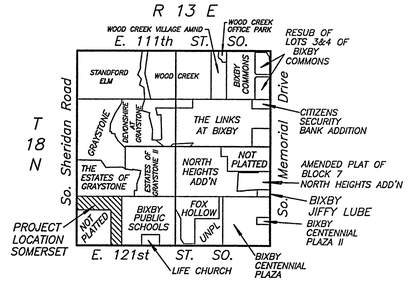
FINAL PLAT
CERTIFICATE OF APPROVAL

I Hereby certify that this plat was approved by the City Council of the City of Bixby on 12/14/2015
By: _____ Mayor – Vice Mayor

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



0 50 100 150 200
SCALE: 1"=100'



SECTION 35
LOCATION MAP
SCALE: 1"= 2000'

SUBDIVISION CONTAINS:
Area: 785,822 sf or 18.04 ACRES
NO. LOTS: 54 BLOCKS: 3
BLOCK: 1 LOTS: 8
BLOCK: 2 LOTS: 29
BLOCK: 3 LOTS: 17
RESERVE AREA 'A'
RESERVE AREA 'B'

Preparation date: December 1, 2015
C: \ENRICK\SOMERSETFINALPLAT.DWG

LOT ADDRESSES

LOT	BLOCK	ADDRESS	AREA	LOT	BLOCK	ADDRESS	AREA
1	1	12080 S. 68TH E. AVE.	10,857sf	1	2	12085 S. 68TH E. AVE.	10,696sf
2	1	12072 S. 68TH E. AVE.	9,123sf	2	2	12077 S. 68TH E. AVE.	9,124sf
3	1	12068 S. 68TH E. AVE.	9,122sf	3	2	12069 S. 68TH E. AVE.	9,124sf
4	1	12050 S. 68TH E. AVE.	9,121sf	4	2	12057 S. 68TH E. AVE.	9,124sf
5	1	12044 S. 68TH E. AVE.	9,121sf	5	2	12045 S. 68TH E. AVE.	9,124sf
6	1	12024 S. 68TH E. AVE.	9,120sf	6	2	12033 S. 68TH E. AVE.	9,124sf
7	1	12020 S. 68TH E. AVE.	9,119sf	7	2	12021 S. 68TH E. AVE.	9,124sf
8	1	12010 S. 68TH E. AVE.	9,119sf	8	2	12011 S. 68TH E. AVE.	9,124sf
				9	2	11969 S. 68TH E. AVE.	9,124sf
1	3	11960 S. 68TH E. AVE.	9,118sf	10	2	11959 S. 68TH E. AVE.	9,124sf
2	3	11950 S. 68TH E. AVE.	9,117sf	11	2	11949 S. 68TH E. AVE.	9,124sf
3	3	11940 S. 68TH E. AVE.	9,116sf	12	2	11939 S. 68TH E. AVE.	9,124sf
4	3	11930 S. 68TH E. AVE.	9,116sf	13	2	11929 S. 68TH E. AVE.	9,124sf
5	3	11920 S. 68TH E. AVE.	9,115sf	14	2	11919 S. 68TH E. AVE.	9,124sf
6	3	11910 S. 68TH E. AVE.	11,247sf	15	2	11909 S. 68TH E. AVE.	9,474sf
6	3	6780 E. 119th St. So.	11,247sf	16	2	6805 E. 119th St. So.	78,080sf
7	3	6750 E. 119th ST. SO.	8,992sf	17	2	6789 E. 119th St. So.	8,750sf
8	3	6730 E. 119th ST. SO.	8,750sf	18	2	11789 S. 67th E. Ave.	11,615sf
9	3	6710 E. 119th ST. SO.	8,750sf	19	2	11787 S. 67th E. Ave.	15,048sf
10	3	6690 E. 119th ST. SO.	8,750sf	20	2	11777 S. 67th E. Ave.	15,570sf
11	3	6670 E. 119th ST. SO.	8,750sf	21	2	11776 S. 67th E. Ave.	15,983sf
12	3	6650 E. 119th ST. SO.	8,750sf	22	2	11788 S. 67th E. Ave.	15,616sf
13	3	6630 E. 119th ST. SO.	8,750sf	23	2	11792 S. 67th E. Ave.	12,110sf
14	3	6610 E. 119th ST. SO.	8,750sf	24	2	11797 S. 66th E. Ave.	12,110sf
15	3	6578 E. 119th ST. SO.	8,750sf	25	2	11795 S. 66th E. Ave.	15,616sf
16	3	6546 E. 119th ST. SO.	8,750sf	26	2	11791 S. 66th E. Ave.	15,983sf
17	3	6512 E. 119th ST. SO.	9,024sf	27	2	11790 S. 66th E. Ave.	15,795sf
				28	2	11794 S. 66th E. Ave.	15,500sf
				29	2	11796 S. 66th E. Ave.	11,728sf

LEGEND

A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
U/E	UTILITY EASEMENT
BL	BUILDING LINE
R.O.W.	ROAD RIGHT-OF-WAY
DOC.NO.	DOCUMENT NUMBER
F/L	FENCE & LANDSCAPE EASEMENT
I.P.	IRON PIN
℄	CENTER LINE
BL/UE	BUILDING LINE AND UTILITY EASEMENT
SW	SOUTHWEST

CERTIFICATE

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, Pat Key, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____
Pat Key, Tulsa County Clerk

_____
Deputy

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $23077.00 per trust receipt no.TAX ROLLS to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed on record. 2015 taxes may exceed the amount of the security deposit.

Dated: 12/22/15
Dennis Semler
Tulsa County Treasurer
By: _____
Deputy

NOTES:

1. "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 descriptions.
2. This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.
3. BENCHMARK: Top North Rim SSMH, 67 ft south center line of 121st Street and 117.71 feet east of the East property line. Elevation: 610.31 NGVD88
4. BASIS FOR BEARINGS: The basis for bearings is the West line of the SW/4 of the SW/4 of Section 35, T-18-N, R-13-E, with an assume bearing of N 00°51'20"W.
5. 3/8" IRON PINS WERE EITHER FOUND OR SET AT EACH PROPERTY CORNER.

LINE DATA

No.	DELTA	LENGTH
L1	S43°56'21"W	35.46'
L2	S46°03'38"E	35.25'
L3	N46°03'34"W	35.25'
L4	N46°13'53"W	35.36'
L5	S43°46'07"W	35.36'
L6	S46°13'53"E	35.36'
L7	S43°46'07"W	35.36'
L8	N46°02'36"W	35.24'
L9	S43°57'24"W	35.47'

△ CURVE DATA

No.	RADIUS	DELTA	LENGTH
1	75'	90°20'38"	118.26'
2	50'	300°	261.80'
3	50'	300°	261.80'

PROPERTY DESCRIPTION

A tract of land situated in a part of the SW/4 of the SW/4, Section 35, T-18-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by Charles K. Howard, LS 297, as follows, to-wit:

Beginning at the Northwest Corner of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4), thence with an assumed bearing of N 88°46'07"E and along the north line of the SW/4 of the SW/4 and the South line of "The Estates of Graystone" for a distance of 1156.93 feet; thence S 00°53'15"E a distance of 1322.00 feet to the Southeast Corner of the W/2 of the E/2 of the E/2 of the SW/4 of the SW/4; thence S 88°45'58" W and along the south line of Section 35 a distance of 330.76 feet; thence N 00°52'42" W a distance of 897.02 feet; thence S 88°46'07"W a distance of 826.54 feet to a point on the west line of said Section 35; thence N 00°51'20" W and along the West line of said Section 35 a distance of 425.00 feet to the Point of Beginning and containing 18.04 acres, more or less.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
SOMERSET
(PUD 82)

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, Kowen Properties, LLC, an Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the City of Bixby, Tulsa County, State of Oklahoma, and described as follows:

A tract of land situated in a part of the SW/4 of the SW/4, Section 35, T–18–N, R–13–E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by Charles K. Howard, LS 297, as follows, to–wit:

Beginning at the Northwest Corner of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4), thence with an assumed bearing of N 88°46'07" E and along the North line of the SW/4 of the SW/4 and the South line of "The Estates of Graystone" for a distance of 1156.93 feet; thence S00°53'15" E a distance of 1322.00 feet to the Southeast Corner of the W/2 of the E/2 of the E/2 of the SW/4 of the SW/4; thence S 88°45'58" W and along the south line of Section 35 a distance of 330.76 feet; thence N 00°52'42" W a distance of 897.02 feet; thence S 88°46'07"W a distance of 826.54 feet to a point on the West line of said Section 35; thence N 00°51'20" W and along the West line of said Section 35 a distance of 425.00 feet to the point of beginning and containing 18.04 acres, more or less.

and the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks and streets in conformity with the accompanying plat and have designated the same as "SOMERSET", an Addition to the City of Bixby, Tulsa County, State of Oklahoma. The Undersigned Owner dedicates, grants, donates, and conveys to the public the streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

"KOWEN PROPERTIES, L.L.C." shall be referred to in this Deed of Dedication as "Owner\Developer".

"Successors", as used herein, shall mean Property Owners Association and/or the individual lot owner.

SECTION I. PUBLIC COVENANTS

Now, therefore, the Undersigned Owner\Developer hereby dedicates, grants, donates and conveys to the public the streets rights–of–way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner\Developer does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that 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 over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner\Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Bixby and approved by the Bixby Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Bixby, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner\Developer, for the purpose of providing and orderly development of the property above–described, (hereinafter referred to as SOMERSET), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner\Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lot owners within SOMERSET.

A. Water and Sewer Service
In connection with the provisions for water and sanitary sewer services, all of the Lots in SOMERSET are subject to the following covenants and restrictions, to–wit:

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located in their lot 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 water. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

2. The City of Bixby, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.

3. The City of Bixby or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement–ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

4. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Bixby is the beneficiary. If any repair issues arise, the Developer shall assist the City of Bixby in coordination and facilitation with the appropriate contractor.

5. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or it successors, and the owner of each lot agrees to be bound hereby.

6. Waterlines less than 4" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the 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 of secondary voltages, may be located in such easement ways.

2. Telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or 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 such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non–exclusive right–of–way easement on each lot covering a five foot strip extending 2.5 feet on each side of such 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, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.

C. The Undersigned Owner\Developer will do the following: All streets shall be private, graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the Owner\Developer, and in compliance with the Engineering Design Standards of the City of Bixby. Interior sidewalks shall be constructed at the time of the construction of the lot improvements. The streets and storm sewers are private and shall be maintained in good repair by the Owner\Developer or Property Owners Association after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner\Developer for a period of One (1) year after the City's written acceptance of the construction.

D. Paving and Landscaping Within Easements.

The owner of a lot shall be responsible for repair of damage to the properly–permitted landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the 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. Storm Sewer

1. The City of Bixby, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all public storm sewer infrastructure located in the Sheridan Road and 121st Street South rights–of–way to be dedicated, as shown on the plat for the purpose of installing, maintaining, removing or replacing any portion of the public storm sewer infrastructure.

2. The Owner\Developer or its successors, shall be responsible for ordinary maintenance of the private storm sewer system, but the owner of each lot will pay the Owner\Developer for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

F. Reserve Area
Reserve areas designated "A" & "B" on the attached plat are areas that will be dedicated to the SOMERSET Property Owners Association, Inc. for their use and benefit. Maintenance of Reserve Areas "A" and "B" will be the responsibility of the SOMERSET Property Owners Association, Inc.
Reserve Areas "A" and "B" will be used for streets and access to the subdivision.
Reserve Areas "A" and "B" will also be a General Utility Easement. The City of Bixby has unrestricted rights to access, construction and maintenance within Reserve Areas "A" and "B", as is common with all General and Public Utility Easements.

SECTION II. PUD DEVELOPMENT STANDARDS

A. SOMERSET

Gross / Net Lot Area:		
Gross:	18.04 acres	785,822 sf
Maximum Intensity of Use:		60 Lots

Permitted Uses:
Proposed Underlying Zoning District: "RS–2"
Detached single family residences and customary accessory uses.
Uses to include all Use Units of the City of Bixby Zoning Code permitted by right within the "RS–2" zoning district.

Max Building Stories	2
Lot Width (min.ft.)	65 feet
A flag lot can have a width of 35 feet at the building line.	
Lot Area (min. sq.ft.)	8,500 sf
Land Area per D.U. (min. sq.ft.)	10,988 sf
Livability per D.U. (min.sf.ft.)	2,000 sf
Minimum Building Setbacks (Yard Requirements)	
Front yard abutting a private street	25 feet
Side yard abutting a private street	15 feet
Rear Yards (min.ft.)	20 feet
Side Yards (min.ft.)	5 feet one side 5 feet one side
MAXIMUM BUILDING HEIGHT	40 feet
Other Bulk and Area Requirements	As provided within an RS–2 District
Off–street parking	Within each lot a minimum of 3 Spaces shall be provided.
MASONRY requirement (min.sq.ft.)	75% elevation surfaces, excluding elevation doors and windows.

B. LANDSCAPED AREA AND VISUAL SCREENING:

1. A preliminary landscape and screening Plan is depicted on Exhibit "A" of the PUD. There are presently many mature trees on the site. The preservation of the mature trees will be a priority during the construction of utilities and homes. Masonry fencing with security gates will be constructed along both 121st Street and South Sheridan Road arterial street frontages. A 5' fence/landscape easement will be shown along the south and the west property line of the addition. The fencing along the property line along 121st Street South and South Sheridan Road will be 6'–0" wooden, capped with stone columns accented with brick. The entrances will be metal gates with stone columns accented with brick.

C. SIGNS:

1. All signs shall comply with the setback, height, size and other requirements of the Bixby Zoning Ordinance. The subdivision identification sign will be incorporated into the entrance gates/fencing.

2. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as may be permitted by the Bixby Planning Commission as part of the approved detail sign plan.

STANDARD REQUIREMENTS:

1. The standard requirements of the City of Bixby Fire Marshall, City Engineer, and City Attorney shall be met as a condition of approval.

ACCESS AND CIRCULATION:

1. The Streets in this PUD will be private and constructed to the City of Bixby standards, with sufficient right–of–way provided to allow construction and maintenance of the roadway. Access and circulation areas are shown on the PUD Exhibit A site Plan. The streets in Somerset will be a minimum of 26'–0" wide face of curb to face of curb. The right–of–way will be a minimum of 50'–0" in width. The access to the site will be 121st Street South and South Sheridan. Sidewalks will be constructed along E. 121st Street and the public streets within Somerset. Communication with Bixby Public Schools will be made to discuss the construction along E. 121st Street South of the Bixby 5th and 6th Grade facility. A modification/waiver will be requested to permit no sidewalk construction along So. Sheridan Road. Private Street entrance gates will be constructed for the entries from 121st Street and South Sheridan Road. Limits of No Access and Access openings will be shown along the arterial street frontages of the subdivision plat. A 20 foot emergency access drive easement known as Reserve "A" will be provided to the 8 acre site to the west.

UTILITIES and DRAINAGE:

1. Site utilities are either available at the development boundaries or will be provided by customary extension adjacent to the site. Exhibit C of the PUD shows the site utilities.

PLATTING REQUIREMENTS:

1. No building permit shall issue until area comprising the planned unit development has been included within a subdivision plat submitted to and approved by the Bixby Planning Commission and the Bixby City Council and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved planned unit development and the City of Bixby shall be a beneficiary thereof.

SECTION III.
PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner\Developer desires to establish restrictions for the purposes of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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. <u>Architectural Design Committee – Plan Review</u>

1. No building, Improvements, concrete driveway, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by the Owner/Developer or his successors, which are hereinafter referred to as the "Architectural Design Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Design Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Design Committee shall not be liable for any approval, disapproval or failure to to approve hereunder and its approval of building plans shall not constitute a warranty of reponsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

3. The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the Subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Desingn Committee to be incompatible with the overall landscape design standards of Somerset.

4. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2020, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

5. The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as KOWEN PROPERTIES, L.L.C., is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma.

B. Floor Area of Dwelling

1. Single Story. A single story dwelling shall have at least 2,100 square feet of finished heated living area:

2. Two Story and Story–and–a–half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,500 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 square feet of finished heated living areas.
3. Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

C. Garages / Driveways

Each dwellling shall have an attached garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles for (3) three car garages. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited. Concrete driveways shall not exceed the overall width of the garage. Driveways extensions wider than the overall width of the garage are not permitted.

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

The first story exterior walls of the dwelling erected on any lot shall be 100% brick, stone, or stucco (for calculation of masonry area required windows and doors are excluded), to the first floor wall height plate line.

F. Windows

Aluminum windows with a mill finish are not permitted.

G. Roof Pitch

1. No dwelling shall have a roof pitch of less than 8/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12.

2. Waiver. The Architectural Design Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

H. Roofing Materials

Roofing shall be "TAMPCO" Heritage II (color – Oxford Gray), self–sealing composition roofing shingles. Provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. Vents & Chimney Caps

1. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.

2. All non–masonry fireplaces shall use the uniform terminator cap design designated by the owner/developer of SOMERSET.

J. On–site Construction

No existing or off–site built structure shall be moved onto or placed on any lot.

K. Outbuildings

Outbuildings are prohibited.

L. Swimming Pools

Above ground Swimming Pools are prohibited.

M. Fencing

1. Fencing shall be in accordance with the City of Bixby Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, fencing may not extend in front of the residence, provided however, on corner lots fencing may extend to the side yard lot line. Plastic fences and ornamental picket fences are prohibited: chain link, barbed wire mesh and other metal fencing are prohibited. No fence shall exceed six feet in height. Fence facing the street and installed in side yards between homes shall be alligned with existing fences on adjoining lots where possible. The good side shall face the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre–approved by the Architectural Design Committee.

2. Standard privacy fences constructed of wood post, rails and pickets with "dog ear" top design shall be permitted in Somerset. Fences shall not exceed six feet in height.

N. Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. a perpetual exclusive easement to erect and maintain entry wall signage, fencing, walls and landscaping along the boundaries of the subdivision adjacent to East 121st South and South Sheridan Road within the "Fence & Landscape Easement", as depicted on the accompanying plat.
The "Fence & Landscape Easement" along the south line of Lot 16, Block 2, will be used for sidewalk purposes.

O. Antennas

Exterior television, CB Radio or other type of antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street within the subdivision.

P. Retaining Walls

Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or concrete. Concrete retaining walls must be faced with brick, stone, or stucco. Exposed concrete retaining walls are not permitted.

Q. Lot Maintenance

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

R. Recreational Vehicles/Trailers

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

S. Inoperative Vehicles/Machinery/Landscape Equipment

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.

T. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from the public and from the adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

U. Mailboxes

Mailboxes shall conform in design to that specific design as designated by the SOMERSET Architectural Design Committee. NO EXCEPTIONS.

V. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

W. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or my become an annoyance or nuisance to the neighborhood.

X. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or real estate signs used by a builder to advertise the property during the construction and sales period.

Y. Outside Storage and Materials

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

Z. Landscaping

1. All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.

2. The owner of each lot shall be required to install a minimum of two (2) trees in the front yard (minimum size 2" diameter). If trees are existing then this does not apply.

3. The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Design Committee, ornamental landscape design items are prohibited, other than one bench located upon the front porch attached to the residence. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items may be permitted with pre–approval of the Architectual Design Committee.

AA. Section III, Private Building & Use Restrictions: The following items in Section III, do not apply to Lot 16, Block 2: A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,S,U,Y,Z.

BB. Obstructions: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between Two (2) feet and Six (6) feet above the roadways.

CC. The owner\developers of SOMERSET reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above Section III covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

DD. The operation of the two entrance gates will be controlled by the owner\developer.

SECTION IV. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association: Kowen Properties, L.L.C., has formed the SOMERSET PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas and for enhancing the value, desirability and attractiveness of SOMERSET. The creation of this Association shall be completed at the sole discretion of the Kowen Properties, L.L.C. However, the same shall be no later than the last day of construction of the last home in SOMERSET.

B. Membership: A lot owner automatically becomes a member of the SOMERSET PROPERTY OWNERS ASSOCIATION at the time he/she/they takes ownership of a lot. SOMERSET PROPERTY OWNERS ASSOCIATION will establish the annual dues per lot. The annual dues shall be paid the 1st day of each calendar year.

C. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefor, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment.

D. Payment of Assessments.
Each lot owner by acceptance of a deed to a lot or lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, Except for the Owner\Developer: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot and shall be a continuing lien upon the lot against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

E. Delinquent Assessments.
Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot.

F. Lien.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

SECTION V. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.
1. Duration. These restrictions shall remain in full force and effect until January 1, 2026, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in SOMERSET. Provided, however, so long as the Owner\Developer, or any or any equity majority owned by a current shareholder of Owner, owns a lot in SOMERSET, the Owner retains the right, IN ITS SOLE DESCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than all of Sections I, including "1 F", all of Sections II, III.B, III.E and III.CC, which may be altered only with the written consent of the City of Bixby).

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.
Any successor(s) in title to the lots within SOMERSET, to enforce any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

4. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The owner\developer or SOMERSET Property Owners Association, Inc. shall not be obligated to enforce any covenant or restriction through legal proceedings.

SECTION VI. SURFACE DRAINAGE

Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No property 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 his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by the City of Bixby, Oklahoma.

As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the Owner\Developer have executed this Deed of Dedication on this 18th day of DECEMBER, 20 15.

Kowen Properties, LLC,
an Oklahoma Limited Liability Company
Tom Wenrick
Member Manager

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this 18th day of DECEMBER, 20 15, personally appeared TOM WENRICK to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
Hazel Donelson
Notary Public
My commission expires:

HAZEL DONELSON NOTARY PUBLIC No. 05005251 Expires June 6, 2017 STATE OF OKLAHOMA

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat, SOMERSET, is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this 18th day of DECEMBER, 20 15.
Charles K. Howard
Charles K. Howard, RLS #297
CA 5611 Exp. 6-30-17

REGISTERED LAND SURVEYOR CHARLES K. HOWARD 297 OKLAHOMA

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of DECEMBER, 20 15, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, 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.

Given under me hand and seal the day and year last above written.
Hazel Donelson
Notary Public
My Commission expires:

HAZEL DONELSON NOTARY PUBLIC No. 05005251 Expires June 6, 2017 STATE OF OKLAHOMA