INCOG - 2 West 2nd Street, Suite 800 - Tulsa, Oklahoma 74103 - (918) 584-7526 - FAX (918) 583-1024

tulsaplanning.org

[X] SUBDIVISION PLAT	AT []	[] MINOR SUBDIVISION PLAT
RECEIVED BY: DATE FILED: 5/27/22	5/24/22	PLAT NAME: SETTLER'S HILL
[X] CITY [] COUNTY REFERRAL CITIES:	FERRAL CITIES:	
SUBDIVISION PLAT SCHEDULE		REFERENCE CASES
PUBLIC AGENCY REVIEW:	6/16/22	ZONING/PUD/CO CASE:
		TMAPC DATE:
TMAPC:	7/6/22	BOA CASE:
		BOA DATE:

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: E.131ST ST & S.177 & AVE, TRACT SIZE: 177.49 ± acres
LEGAL DESCRIPTION: SEE ATTACHED
PRESENT USE: VACANT PRESENT ZONING: MPD1_T-R-S: 19-14-23_COUNCIL DISTRICT: CO COMM DISTRICT:
WATER SUPPLY: CITY OF TULSA SANITARY SEWER: CITY OF TULSA
ELECTRIC: AEP/PSO_GAS: ONGPHONE: ATTTV: COXSCHOOL DISTRICT: TULSA PUBLIC SCHOOLS
INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: CONSTRUCT A SINGLE FAMILY RESIDENTIAL SUBDIVISION IN 4 PHASES

PROPOSED ZONING: RS4	
RS4	
LOTS PROPOSED: 321	
BLOCKS PROPOSED:	
17	

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME JR DONELSON	NAME FLAT TOP DEVELOPMENT LLC
ADDRESS 12820 SO. MEMORIAL DR., OFFICE 100	ADDRESS 2301 S. FLORENCE PL.
CITY, ST, ZIP BIXBY, OK. 74008	CITY, ST, ZIP TULSA, OK. 74114
DAYTIME PHONE 918-394-3030	DAYTIME PHONE 918-521-3923
EMAIL JRDON@TULSACOXMAIL.COM	EMAIL JARED@SIXTHDAYPROPERTIES.COM
I, THE UNDERSIGNED APPLICANT, GERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORR	ON THIS APPLICATION IS TRUE AND CORRECT.
SIGNATURE & DATE: Denela	5 27 /2022

DOES OWNER CONSENT TO THIS APPLICATION [X]YES []NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? AGENT

APPLICATION FEES (Make checks payable to INCOG)	e to INCOG)	PRELIMINARY PLAT DISPOSITION
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: [] APPROVED [] DENIED
FINAL PLAT FEE:	\$900	DATE/VOTE:
MINOR PLAT FEE:	\$650	CONDITIONS:
TOTAL AMOUNT DUE: \$ 1,200	\$ 1,200	
RECEIPT NUMBER: 134721		

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

SUBMITTAL REQUIREMENTS:
Checklists for all submittals are available at tulsaplanning.org.

Preliminary Plats - Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan

Draft Final Plats - 4 folded full-size copies & PDF

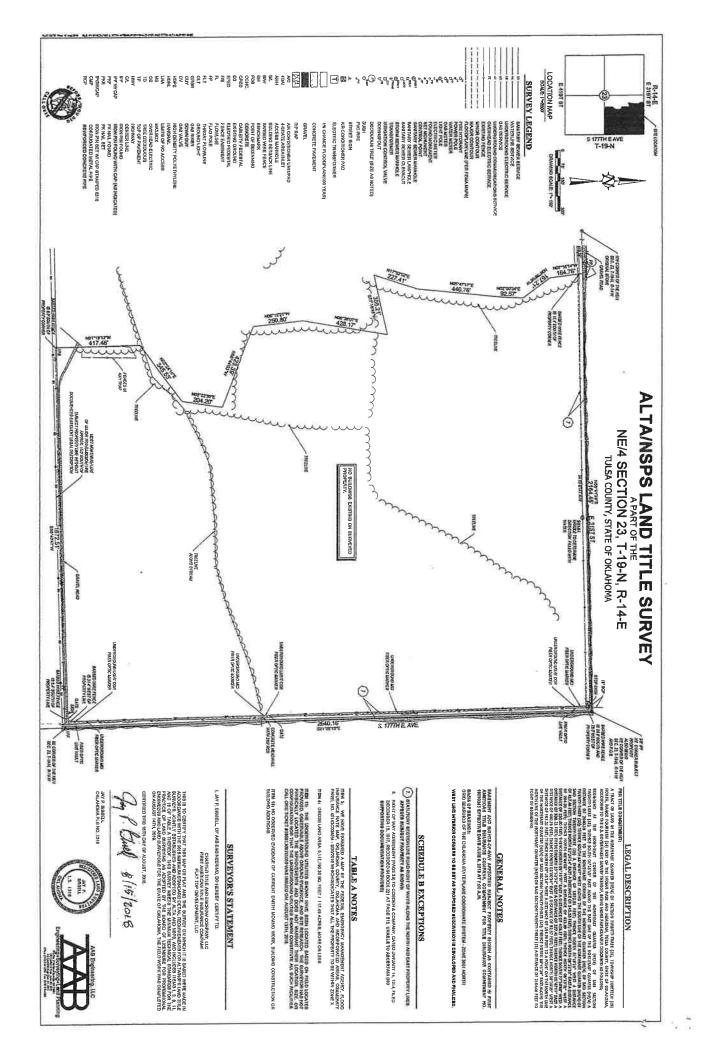
Final Plats for Signatures - 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer

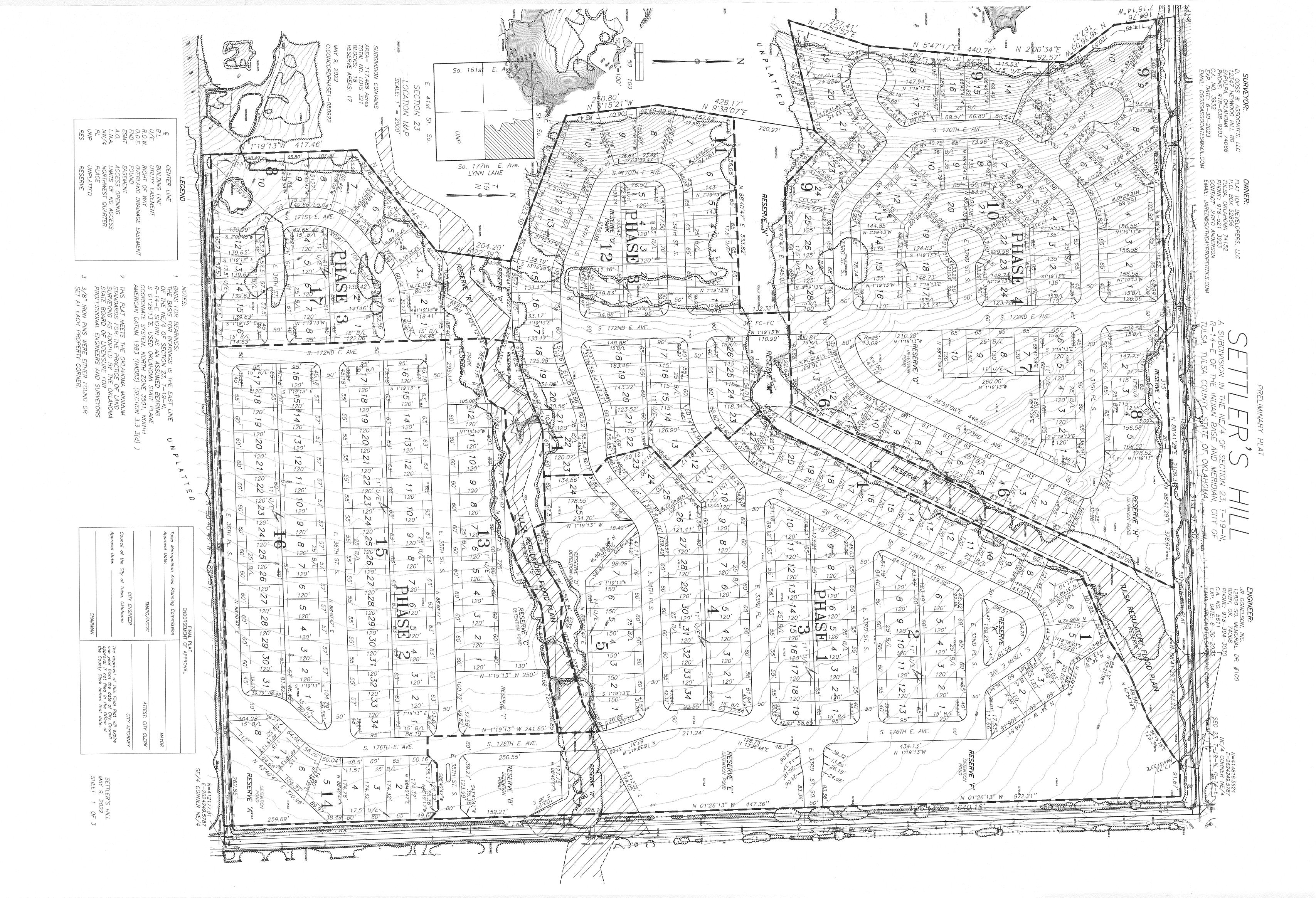
1914-23 ANTIS TRACT 1

PARTICULARLY DESCRIBED AS FOLLOWS; COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (23), TOWNSHIP

TWENTY-THREE (23); THENCE SOUTH 01°26'13" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 2640.16 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST SOUTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23) A DISTANCE OF QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23); THENCE SOUTH 88°40'47" WEST ALONG THE BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION OF SAID SECTION TWENTY-THREE (23); THENCE NORTH 88°41′29" EAST ALONG THE NORTH LINE OF THE WEST A DISTANCE OF 164.76 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) 92.57 FEET; THENCE NORTH 36°36'05" WEST A DISTANCE OF 167.21 FEET; THENCE NORTH 07°16'14" NORTH 05°47'17" EAST A DISTANCE OF 440.76 FEET; THENCE NORTH 02°00'34" EAST A DISTANCE OF WEST A DISTANCE OF 306.21 FEET; THENCE NORTH 17°52′52" EAST A DISTANCE OF 227.41 FEET; THENCE 250.80 FEET; THENCE NORTH 09°38′07" EAST A DISTANCE OF 428.17 FEET; THENCE SOUTH 77°18′48" NORTH 68°44'03" WEST A DISTANCE OF 423.39 FEET; THENCE NORTH 06°15'21" WEST A DISTANCE OF EAST A DISTANCE OF 345.53 FEET; THENCE NORTH 08°22'39" EAST A DISTANCE OF 204.20 FEET; THENCE 1872.51 FEET; THENCE NORTH 01°19'13" WEST A DISTANCE OF 417.46 FEET; THENCE NORTH 52°24'14" POINT OF BEGINNING. NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23) A DISTINCE OF 2164.46 FEET TO

SAID TRACT CONTAINS 5,117,790.30 SQUARE FEET OR 117.49 ACRES MORE OR LESS





DEDICATION AND SETTLER'S RESTRICTIVE COVENANTS

MEN BY

NOW THEREFORE, the being the owner in fee sin the City of Tulsa, Tulsa Coas follows: rsigned, Flat Top Developers, LLC to the following described property , State of Oklahorna, and described,

ct of land located in the NE/4 of landian Base and Meridian, Tulsa particularly described as follows, t of Section County, to-wit: 1 23, 1 State T-19-N, R-14 e of Oklahoma ı

Beginning at the NE corner of said Section 23; thence S 01°26'13"E along the East line of said Section 23 a distance of 2640.16 feet to the SE corner of said NE/4; thence S 88°40'47"W along the south line of said NE/4 a distance of 1872.51 feet; thence N 01°19'13"W a distance of 417.46 feet; thence N 52°24'14"E a distance of 345.53 feet; thence N 08°22'39"E a distance of 204.20 feet; thence N 68°44'03"W a distance of 423.39 feet; thence N 06°15'21"W a distance of 250.80 feet; thence N 09°38'07"E a distance of 428.17 feet; thence S 77°18'48"W a distance of 306.21 feet; thence N 17°52'52"E a distance of 227.41 feet; thence N 05°47'17"E a distance of 440.76 feet; thence N 02°00'34"E a distance of 92.57 feet; thence N 36°36'05"W a distance of 167.21 feet; thence N 07°16'14"W a distance 164.76 feet to a point on the North line of said Section 23; thence N 88°41'29"E and along the North line of said Section 23 a distance of 2164.46 feet to the point of beginning.

the Undersigned Owner has caused the described ed and platted into Lots and Blocks in conformity and have designated the same as "Settler's Hill", of Tulsa, Tulsa County, State of Oklahoma. realty to be surveyed, with the accompanying an addition to the

The Owner does hereby grant, convey, donate, and dedicate for public use the street rights—of—way as depicted on the accompanying plat and does further dedicated for public use the utility easements as depicted on the accompanying plat as "U/E" or 'Utility Easement' for the 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 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 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 Tulsa and approved by the Tulsa Metropolitan Area 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 Tulsa, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner, for the purpose of providing an orderly development of the property above—described, (hereinafter referred to as 'SETTLER'S HILL'), and for the purpose of insuring adequate restrictions for the mutual benefit of undersigned Owner, it's successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lot owners within 'SETTLER'S HILL'.

A. Water, Sanitary Sewer Service and Storm In connection with the provisions for water, services, all of the Lots in SETTLER'S HILL and restrictions, to—wit: n Sewer , sanitary sewer are subject to the 1 d storm s following

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 Tulsa, or i maintenance of public wa owner of each lot will pacause or necessitated by The City of Tulsa or its successors through its proper agents and ployees shall at all times have right of access with their equipment such easement—ways shown on said plat, or provided for in this de dedication for the purpose of installing, maintaining, removing, or placing any portion of said underground water and sewer facilities. or its successors, will be responsater main, or public sanitary pay for damage or relocation by acts of the owner or his a or ordinary nain, but the facilities contractors.

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

> 5. Waterlines less a 8" in diameter are repair, removal and property owners se than 6" in diameter and sanitary sewer lines less than private service lines and the ownership, maintenance, d/or replacement shall be the responsibility of the served by said service lines.

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

B

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

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.

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 will do the following: All streets shall be graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Tulsa 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, at his expense, and in compliance with the Engineering Design Standards of the City of Tulsa. Interior sidewalks shall be constructed at the time of the construction of the lot improvements. The streets and storm sewer shall be maintained in good repair by the Owner for a period of Two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner for a period of One (1) year after the City's written acceptance of the construction.

D.

the

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East and South lines of the subdivision. 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 private 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. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, 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.

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.

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Within Easements

1. The owner of a lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sanitary sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Tulsa or the supplier of the utility service shall use reasonable care in the performance of such activities.

fence, permanent wall, permanent building, or permanent uld cause an obstruction shall be placed or maintained reasement area, and any construction activity which the storm sewer system shall be prohibited.

3. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. 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 storm sewer, or any construction activity which would interfere with the storm sewer, shall be prohibited.

4. The foregoing covenants concerning the private storm sewer system be enforceable by the City of Tulsa, or its successor, and the owner of each lot agrees to be bound hereby.

DEVELOPMENT AREA

Ä

117.5 acres 117.5 acres

Livability space per lot (min.sq.ft.) Land Area per D.U. (min. sq.ft.) Lot Area (min. sq.ft.) Max Building Stories Lot Width (min.ft.) Minimum Building Setbacks Front yard abutting a public street Side yard (min.ft.) on corner lots, non-Side Yards (min.ft.) Rear Yards (min.ft.) -arterial street 5,500 sf 5,500 sf 1,500 sf 2 50 feet 20 feet 5 feet on 20 feet 15 feet

Landscaped Area and Visual Screening.

All landscaping and screening shall meet requirements of the current Zoning Code.

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All signs shall comply with the setback, requirements of the Tulsa Zoning Code.

height,

size and other

Flashing signs, changeable copy signs, running light or twinkle signs animated signs, revolving or rotating signs with movement shall be prohibited.

D.

Exterior light Zoning Code.

Access and Circulation.

Fencing shall be installed in accordance with the requirements of the Tulsa Zoning Code.

The Streets will be public and constructed to the City of Tulsa standards and specifications, with sufficient right—of—way provided to allow construction and maintenance of the roadway.

SECTION III. PRIVATE RESTRICTIONS AND COVENANTS

Gross / Net Lot Area: Gross: Net:

A. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. Flat Top Developers, LLC, the Developer, its successors, assigns or appointees are hereafter referred to as the Architectural Committee. After sixty—five percent (65%) of the lots in the subdivision have been purchased and houses constructed, the 'Settler's Hill' Property Owners Association, Inc. and the Developer shall form a duly elected Architectural Committee consisting of members of the Association. The Developer, 'Flat Top Developers, LLC', shall hold a three to one (3:1) proxy vote for any of the lots it holds. This in effect will give 'Flat Top Develope LLC', three (3) votes per lot that it holds. This three to one (3:1) vote shall be used in all votes concerning any item that comes before the Flat Top Developers Property Owners Association, Inc. including but not limited to the approval and/or disapproval of any item brought before the Architectural Committee.

Permitted Uses:

Underlying Zoning District: "RS-4"

Limitation on Uses: Allowed uses within Settler's

Hill, include all Uses Units of the City of Tulsa

Zoning Code within the "RS-4" zoning district.

B

The

minimum building set-backs

7. 7.

As shown in Section II.A o Side yard abutting a public street.

Easements take precedent to the above set-backs.

Lot use

restrictions.

D.

2. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.

1. No lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.

Fence restrictions.

1. No fence or wall shall be erected, placed or altered on any lot nearer the street than the minimum front yard set—back to an abutting street or minimum side yard set—back to an abutting street established herein and shown on the attached plat of 'Settler's Hill', and no fence or wall shall exceed six (6) feet in height above ground level.

2. No chain—link fences will be permitted in the subdivision

All wood fences shall be constructed of #2 grade or better Spruce. Cedar

Dwelling material and size restriction

1. No building or dwelling unit on any lot shall be constructed with less than One Thousand Five Hundred(1500) square feet of enclosed living area single family unit, exclusive of open porches, garages, or breezeways; in the event of a dwelling having more than one (1) story, there shall be a minimum of Twenty—four fifty (2450) square feet of floor space with a minimum of Sixteen Hundred (1600) square feet on the first story, exclusive of open porches, garage, and breezeways.

2. Masonry. The first floor and/or second floors of each dwelling will be 100% masonry, not including windows, doorways, and beneath covered porches, all exterior colors (including, without limitation, masonry, paint, wood, garage doors, etc.) of the residential structure and any other structure on the lot must be earth tone colors and sutle in nature. no non—natural hue colors or color schemes shall be permitted on the exterior of any structure on the lot. the architectural committee may, in the particular instance and upon written request, approve a waiver of the restrictions set forth in this subsection.

Masonry includes Hardie (masonry) board. Full Hardie board siding is allowed. Exposed concrete foundation walls shall be either parged or clad in stucco, brick or stone.

3. Roof Tamko Heritage II — Weathered Wood or Black Rustic architectural composition shingles or equivalent. Metal roof (standing seam or 5-V Crimp is allowed — painted metal roofing is not allowed). Tesla textured or smooth solar shingles must be approved by the HOA. All exposed plumbing vent pipes shall be painted to match the roof color. No more than two (2) roof materials may be used on any building or structure. Soffits shall be of either v—groove T&G boxcar siding, Harie board, or polymer board. Roof pitch — 4:12 minimum, 10:12 maximum. Larger pitches must be approved on a case by case basis by the Architectural Committee based on the style of the home.

Windows - Casement or sliding windows are allowed on the front of a house

- Antennae restrictions
- No exterior radio or television aerial attached on or near any structure I wires or antennae shall be erected on any lot of this subdivision.

Garages.

1. All houses shall have a minimum of one attached two (2) car garage conforming to the architecture of the dwelling structure, conforming to all restrictions and covenants and codes and approved by the developer of Settler's Hill', and the architectural committee of the subdivision.

Temporary structures

1. No out-building, garage, shed, tent, trailer (i.e. any mobile or manufactured home), basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of any structure on any such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided by the builder during such construction.

Accessory and out-buildings. Accessory buildings shall conform to the dwelling structure architecture, and shall be behind a privacy fence. No accessory building shall have a roof pitch of less than 6 in 12 and similar in design to residence.

No truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty—eight (48) hours during any seventy—two (72) hour period.

3. Each lot shall have two 2—inch (caliper any existing trees) per lot.

measurement) trees (not

2. All mailboxes in the subdivision shall conform to the model as set forth by the standards committee. Such mailboxes shall be provided by the developer at developer's costs at the closing of the lot or home purchase.

Livestock and poultry prohibited: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

Billboards prohibited: The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property permitted, provided they do not exceed nine (9) square feet in size.

Existing structures: No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots in 'Settler's Hill'.

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.

. Lot division: No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the subdivision. This shall also include any changes necessary pursuant to any municipal direction.

2. Reserve Areas designated "A", "B", "C", "D", "E", "F", "G", "H", "I", "K", "M", "N", "O", 'P", "R", "S' on the attached plat are areas that will be deeded to the Settler's Hill Property Owners Association, Inc., for their use and benefit. These areas shall be transferred to the Settler's Hill Property Owners Association, Inc. on or before the completion of the last home constructed in 'Settler's Hill'. Maintenance of these reserve areas will be the responsibility of the Settler's Hill Property Owners Association, Inc. The developers of 'Settler's Hill' 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 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.

3.

Enforcement: Enforcement to restrain violation, or compel compliance with, these covenants or to recover damages shall be by proceedings at law in a court of competent 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 any 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 developer or Settler's Hill Property Owners Association, Inc. shall not be obligated to enforce any covenant or restriction through legal proceedings.

S the front yard swimming pools are allowed. of any lot. One (1) flag/flag No playground pole may be n equipment is allowed mounted from the house

Exterior Lighting. Lighting that uses timing mechanisms to shut off lights automatically is encouraged. Marker Type. Address numbers are to be 3" tall, made of wood, stone, cast—iron, naturally weathered copper, steel or bronze with a matte finish.

7. Garage Sale Restrictions. One annual garage sale will be allowed on an established calendar date to be determined by the HOA.

- Gutters.
 painted
 stone sp rs. Full gutters on home are required with downspouts — d or galvanized metal. Downspouts shall terminate at either splash block, or shall be tied to an underground drainage sy er a concr system.
- Exterior Doors. Exterior doors shall be one of the following: (a) Aluminum clad wood doors with a factory painted exterior finish. (b) Solid wood, painted or stained. (c) Wood composite, painted. (d) Steel. (e) Door glazing shall be clear glass. Reflective, tinted, sandblasted, frosted, or etched glass is not allowed. Storm doors are not allowed.

 \times

- \sim . Holiday Lighting & Time within 30 days prior to a Christmas lighting and de weekend of January. e Periods. Holiday lighting and religious decorations are allow and 15 days after any given holiday or religious observance. decorations are allowed from Halloween through the second
- N Driveways.
 two types of should materials areas such vays. Driveways shall be primarily concrete or concrete strips. A maximum of pes of paving materials may be used on driveways. Paving within auto courts match or be similar in style and/or color to paving used for other outdoor such as terraces and/or stairs associated with buildings.

Property Owners Association: 'Flat Top Developers LLC', will form the SETTLER'S HILL 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 SETTLER'S HILL. The creation of this Association shall be completed at the sole discretion of 'Flat Top Developers LLC', however, the same shall be no later than the last day of construction of the last home in SETTLER'S HILL.

Membership: At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the owner thereof shall become a member of the SETILER'S HILL PROPERTY OWNERS ASSOCIATION, INC. and membership shall be appurtenant to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the home owner shall constitute acceptance of membership in the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

В.

 \mathcal{C} Covenant for assessments: The homeowner, and each subsequent owner of a lor portion thereof, by acceptance of a deed thereof, 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 a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage.

D. Duration, Amendment

1. Duration.
January 1, 2
successive p
hereinafter p . These restrictions shall remain in full force and effect until 2035, and shall automatically be extended thereafter for periods of ten (10) years each unless terminated or amended provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication and Restrictive Covenants 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 SETTLER'S HILL. Provided, however, slong as the Owner, or any equity majority owned by a current shareholder or Owner, owns a lot in SETTLER'S HILL, the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than Sections identified herein or commonly construed as being subject to the approval of the City of Twhich may be altered only with the written consent of the City of Tulsa).

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 or any part thereof as set forth herein, which shall remain in full force and effect.

A. 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 private 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 Tulsa. 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 Tulsa, Oklahoma.

		In witness whereof the ov	As owner we hereby cert to be surveyed, divided, in represented on the plat.
Member/Manager	Flat Top Developers, LLC	In witness whereof the owner have executed this Deed of Dedication on day of, 20	As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat.
		ication on	scribed in reserved
		this	this as
			plat

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

this ______day of_____, a Notary Public in and for said County and State, on ______day of______, 20_____, personally appeared _______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 and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

under my hand and seal the day and year last above written.

	. 1
My	Not
commission expires:	Notary
expires:	

SURVEYORS

I, Daniel S. Goss, a Registered Land Surveyor in the State of Oklahoma, hereby certify 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 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.

my hand and seal this

niel S. 3932 Goss, RLS #1316 Exp. 6-30-2023

STATE OF OKLAHOMA COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, o this ______day of______, 20_____, personally appeared Daniel S. Goss, 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.

under me hand and seal the day and year last above written

My commission expires:	Notary	

