Plat #3452

306501

COUNTY CERTIFICATE D 1236

Pursuant to S. B. 118, O. S. L. 1951, I hereby certify that as to all real estate involved in this plat all taxes have been paid as reflected by the records of the County Treasurer and security has been given for the payment of the 1973 taxes not as yet due and payable.

Dated at Tulsa, Oklahoma, Oct 11, 1973

John T. Cottrell
County Treasurer of
Tulsa County, Oklahoma

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1973 OCT 11 PM 3 18
ANITA MESBITT
COUNTY CLERK

RECEIVED
OCT 09 1973
TULSA METRO. AREA
PLANNING COMM.

SUN MEADOW

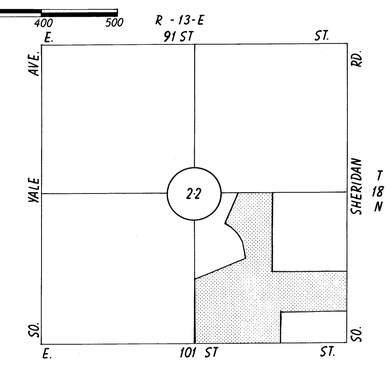
AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY OKLAHOMA

PART OF THE W/2 SE 1/4 & SE 1/4 SE 1/4 ; SEC. 22 T-18-N R-13-E

OKLAHOMA NATURAL DEVELOPMENT CORPORATION, OWNER
624 S. BOSTON TULSA, OKLAHOMA

FELL BRUSSO BRUTON KNOWLES & COURTRIGHT INC.
CONSULTING ENGINEERS
TULSA MUSKOGEE

SCALE: 1"-100'
0 50 100 200 300 400 500



L.N.A - LIMITS OF NO ACCESS
U/E - UTILITY EASEMENT
D/E - DRAINAGE EASEMENT
BLDG. LINE - BUILDING LINE

OWNERS CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT OKLAHOMA NATURAL DEVELOPMENT CORPORATION, a Delaware Corporation, being the sole owner of the following described real estate in Tulsa County, Oklahoma, described as follows;

A tract of land in the W/2 SE/4 and the SE/4 SE/4 of Section 22, Township 18 North, Range 13 East of the Indian Base and Meridian in Tulsa County, Oklahoma, more particularly described as follows, to-wit:

Beginning at the southwest corner of said W/2 SE/4; thence N 00°02'48"W along the west boundary of said W/2 SE/4 a distance of 1073.62 feet; thence N 89°57'12"E a distance of 155.00 feet; thence N 00°02'48"W a distance of 66.82 feet; thence N 89°57'12"E a distance of 50.00 feet; thence N 62°19'18" E a distance of 825.62 feet; thence N 06°03'39"W a distance of 43.78 feet; thence N 10°53'15"W a distance of 284.04 feet; thence N 24°27'05"W a distance of 174.82 feet; thence N 39°03'44"W a distance of 146.89 feet; thence N 64°56'20"W a distance of 164.85 feet; thence N 71°52'25"W a distance of 50.25 feet; thence N 78°35'03"W a distance of 121.06 feet; thence N 9°00'30"E a distance of 417.48 feet; to a point in the north boundary of said W/2 SE/4; thence N 89°57'54"E a distance of 859.47 feet along said north boundary to the northeast corner of said W/2 SE/4; thence S 00°05'55"E a distance of 1320.59 feet along the east boundary of said W/2 SE/4 to the northwest corner of said SE/4 SE/4; thence N 89°57'49"E a distance of 1324.46 feet along the north boundary of said SE/4 SE/4 to the northeast corner of said SE/4 SE/4; thence S 00°09'03"E a distance of 732.55 feet along the east boundary of said SE/4 SE/4; to a point, said point being 588.00 feet northerly of the southeast corner of said SE/4 SE/4; thence S 89°57'43"W a distance of 1263.00 feet parallel to the south boundary of said SE/4 SE/4; thence S 00°09'03"E a distance of 588.00 feet parallel to the east boundary of said SE/4 SE/4 to a point in the south boundary of said SE/4 SE/4; said point being 1263.00 feet from the southeast corner of said SE/4 SE/4; thence S 89°57'43"W a distance of 1388.32 feet to the point of beginning, containing 80.8 acres more or less.

hereby certifies that it has caused the same to be surveyed into blocks, lots, streets, and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "SUN MEADOW", an Addition to the City of Tulsa, Tulsa County, State of Oklahoma.

THAT SAID CORPORATION hereby dedicates for public use all of the streets and avenues as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated and hereby relinquishes any and all rights of vehicular ingress and egress from any property or properties within the bounds designated as "Limits of No Access" as shown on the attached plat, which may be modified, amended or revised with the approval of the Tulsa City Engineer and the concurring approval of the Tulsa Metropolitan Area Planning Commission. Further, said Corporation dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters, and any other appurtenances thereto with the right of ingress to said easements and rights-of-way for the uses and purposes of aforesaid, together with similar rights in each and all of the streets and alleys shown on said plat: PROVIDED, HOWEVER, that it reserves unto itself the right to construct maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for said construction, maintenance, operation, laying and relaying over across and along all strips of land included within the easements shown therein, both for the purposes of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

THAT SAID CORPORATION hereby imposes the following restrictions and covenants to which it shall be incumbent upon its successors and assigns in title to adhere, to-wit:

1. All lots in the Addition shall be known and described as residential lots; and used for single family residential purposes only, except that Lot 4 of Block 7 may be used for park purposes. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, and all residences must have a private garage for not less than two cars attached to the residence. Carports, in addition to a two car garage, will be permitted only if placed where they will not be between the residence and any street adjoining the property.

2. Walks and driveways must be constructed of brick, concrete, or asphalt. River gravel may be used for walkways when compatible to design of residence.

3. Duplication of plans will be permitted only where there is at least four (4) lots between locations for such duplications. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two (2) lots are between the locations. Priority in the use of a particular plan shall be determined based on the dates building permits were issued.

4. No building or part thereof, except open porches and terraces, shall be constructed and maintained on any lot nearer to the front property line than the building lines shown on the recorded plat of said Addition, and no residence shall be built nearer than EIGHT (8) feet to any side lot line on one side and TWELVE (12) feet on the other side, thus requiring a combined total of at least TWENTY(20) feet between the residence and both side lot lines. No dwelling shall be located closer than TWENTY-FIVE (25) feet to a rear lot line.

5. No noxious or offensive activity, trade, or enterprise shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no structure of any description shall be moved from any other location to a lot in this Addition.

7. No dwelling shall be erected on any residential lot in the addition, the ground floor of the main structure of which, exclusive of open porches, garages and carports, is less than eighteen hundred (1,800) square feet in area for a one-story dwelling, nor less than fourteen hundred (1,400) square feet on the main floor and not less than nine hundred (900) square feet on the second floor for a one and one-half story dwelling and two-story dwelling with a minimum of twenty-three hundred (2,300) square feet on both floors.

8. The exterior of all structures erected on any lot shall be constructed of a minimum of 35 percent masonry, measurements for computing the 35 percent masonry shall exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of two-story or one and one-half story residences. All exposed foundations shall be of brick or stone.

9. Roofs: No asphalt composition shingles will be permitted on any structure erected on any lot. However, certain now existing and future types of synthetic or natural roofing materials may be used upon the written approval of the developer or his duly authorized representative. Other roofing materials shall be restricted to:
   a. Cedar Shingles
   b. Slate
   c. "Built-up-roof "tar and gravel will be permitted on contempory style residence.

Any other roofing materials recommended to be used must be approved by the developer prior to start of construction.

10. No fence, wall, hedge, or other barriers, whether ornamental or otherwise, shall be erected nearer to the front lot line than the building line or nearer to the side street lot line than the side street building line, shown on the recorded plat, except that Oklahoma Natural Development Corporation may erect a fence along the rear property line of lots backing up or siding to South Sheridan Road and East 101st Street, and along the rear property line of lots in Block 3 of the Addition. No fence on any lot shall be more than six (6) feet in height.

11. No vehicular traffic or ingress and egress shall be permitted over, across, through or under those areas designated "Limits of No Access", as shown on the recorded plat.

12. No animals, livestock, or poultry of any kind shall be raised, bred, kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

13. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.

14. No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than ive square feet, advertising the property for sale, may be used by a builder, realtor, or owner to advertise the property.

15. In connection with the installation of underground electric services, all of the lots are subject to the following:

(a) Overhead pole lines for the supply of electric service may be located along the rear property line of lots backing up or siding to South Sheridan Road and East 101st Street South and along the north line of Lot 4 of Block 7. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may be also located in said easement-ways.

(b) Except on houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Certificate and Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(d) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs of cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

(e) The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

The above restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them until July 1, 1998, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said restrictions and covenants in whole or in part.

If the parties hereto or any of them or their heirs successors, representatives, or assigns, shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the parties or parties violating or attempting to violate any such restrictions and covenants and either prevent such parties from so doing or to secure damages or other dues for such violations.

Invalidation of any one of these restrictions and covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

This Deed of Dedication and grant shall be binding upon the undersigned, its successors or assigns, and future owners of lots within said Addition.

IN WITNESS WHEREOF: OKLAHOMA NATURAL DEVELOPMENT CORPORATION has caused this Certificate and Deed of Dedication to be executed this 8th day of October 1973.

ATTEST:

By R. L. Smith
Secretary

OKLAHOMA NATURAL DEVELOPMENT CORPORATION

By C. M. Schoenfeldt
Vice President

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me the undersigned, a Notary Public, within and for said County and State, on this 8th day of October, 1973, personally appeared C. M. Schoenfeldt, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, 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 such Corporation for the uses and purposes aforesaid.

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

My commission expires: 4-4-77

Janie Cochran
Notary Public

CERTIFICATE OF SURVEY

The undersigned, Registered Professional Engineer and Land Surveyor, under the laws of the State of Oklahoma hereby certifies that he has carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks and streets, and that the above plat, designated as "Sun Meadow", an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma this 8th day of October, 1973.

Frank S. Brusso
Registered Professional Engineer and Land Surveyor

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 9 day of Oct, 1973 personally appeared Frank S. Brusso, to me known to be the identical person who subscribed his name as a Registered Professional Engineer and Land Surveyor to the foregoing certificate 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.

My commission expires: Aug 16, 1974

Eunice L. Bennett
Notary Public