3605

SUN MEADOW II

STATE OF OKLAHOMA
TULSA COUNTY
FILED & RECORDED

'76 MAR 11 PM 1 09

Joan Campbell
COUNTY CLERK

465519

Plat #3605

RECEIVED
MAR 08 1976
TULSA METRO. AREA
PLANNING COMM.

SUN MEADOW II

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY OKLAHOMA

PART OF THE N/2 SW1/4 & W/2 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.
6311 E. TECUMSEH
TULSA, OKLAHOMA

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa City Commission on the 10th day of OCT 0 1 1975

VICE CHAIRMAN — SECRETARY

This approval is void if this plat is not filed in the office of the County Clerk on or before APR 10 1976

COUNTY ENGINEER CITY ENGINEER

CERTIFICATE

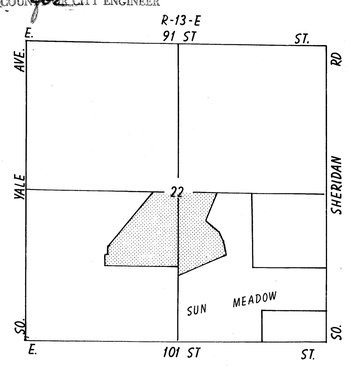
As provided in Title 11, Chapter 33, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate described in the plat, all such taxes have been paid in advance and the amount of $ 1988.26 73 per trust receipt number ..... to be applied to 19 76 taxes not as yet overdue I do so

This certification is NOT to be construed as an insurance that 19 76 taxes will not be levied, but is given to enable the plat to be filed of record. If 19 76 taxes could exceed the amount of the trust receipt

Dated March 11 19 76

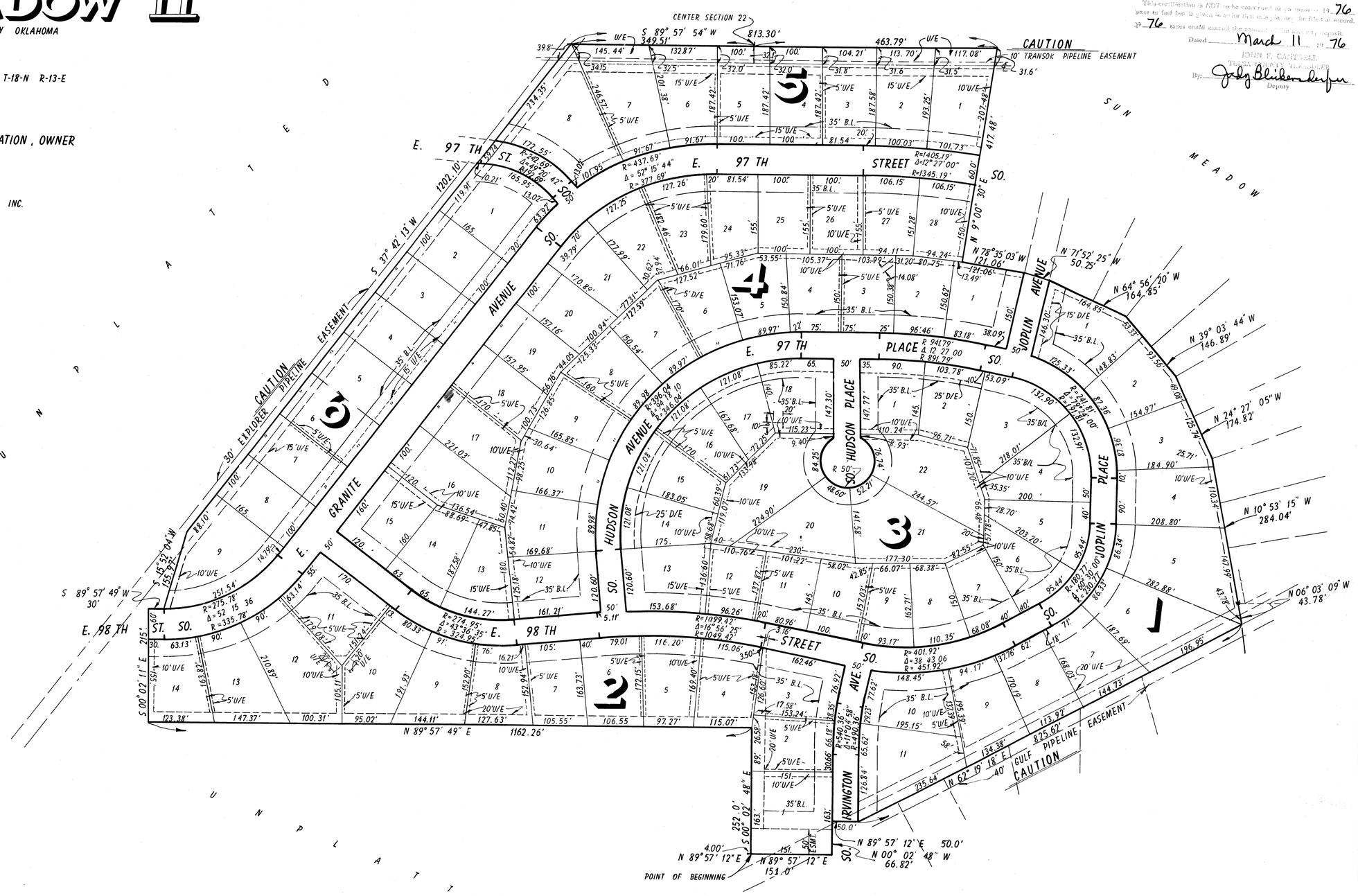
JOHN E. CANTRELL
TULSA COUNTY TREASURER

By: Judy Blickenderfer
Deputy



SCALE: 1" = 100'
0 100 200 300 400

B.L _ Building Line
U/E Utility Easement
D/E Drainage Easement



KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land in the N/2 SW/4 and the W/2 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:

Commencing at a point in the west line of said W/2 SE/4, a distance of 1,073.62 feet north of the southwest corner thereof, the said point being the northwest corner of Lot 14 of Block 4 in Sun Meadow, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, thence N 89°57'12"E along the North Boundary of said Lot 14 a distance of 4.00 feet to the point of beginning; thence continuing along the Northerly Boundary of said Sun Meadow Addition as follows:
N 89°57'12"E a distance of 151.00 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°03'09"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 the Northwest Corner of Lot 4, Block 7 of said Sun Meadow Addition, said point also being in the North Boundary of said W/2 SE/4;
thence S 89°57'54"W along said North Boundary a distance of 463.79 feet to the center of said Section 22, thence S 89°57'54"W along the North Boundary of said W/2 SW/4 a distance of 349.51 feet; thence S 37° 42'13"W along the centerline of the Explorer Pipeline Company pipeline easement a distance of 1202.10 feet; thence S 15°52'04"W a distance of 155.97 feet; thence S 89°57'49"W a distance of 30.00 feet; thence S 00°02'11"E a distance of 215.00 feet to a point 5.00 feet north of the south line of said N/2 SW/4; thence parallel to said south line on a bearing of N 89°57'49"E a distance of 1162.26 feet; thence S 00°02'48"E parallel to and 4.00 feet east of the west line of said W/2 SE/4 a distance of 252.00 feet to the point of beginning containing 48.7 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 "SUN MEADOW II" an Addition to the City of Tulsa, Tulsa County, State of Oklahoma.

THAT SAID CORPORATION hereby dedicates for the 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. Further said Corporation dedicates to the public for the 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 and 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. 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 the design of the residence.

3. Duplications 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 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 any 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 rear lot line.

5. No noxious or offensive activity, trade, or enterprise shall be carried on or 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. Any fence constructed on any lot shall be a solid screen type of wood or masonry construction and shall not be more than six (6) feet in height.

11. 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.

12. 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.

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

14. 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 north property line of Block 5. 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 to 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 the right of access to all such easements ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, 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. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
e. The foregoing covenants concerning underground electric facilities 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 March 1, 2001, 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 judgment 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 3rd day of March 1976.

OKLAHOMA NATURAL DEVELOPMENT CORPORATION

ATTEST:
By Rosemarie Beier
ASST. Secretary

By _____
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 3rd day of March 1976, personally appeared C. W. 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: Sept. 26, 1979

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 II," an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma this 3rd day of March 1976.

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 3rd day of March, 1976 personally appeared Frank H. 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: March 6, 1978

Mary Lou Lantaret
Notary Public