3700 Plat 3700 #3700

SUN MEADOW III

559087

3700

STATE OF OKLAHOMA
TULSA COUNTY
FILED & RECORDED

'77 MAY -5 PM12 14

ANITA H. GRIFFITT
COUNTY CLERK

SUN MEADOW III

AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY OKLAHOMA

PART OF THE N/2 SW1/4 SEC. 22 T-18-N R-13-E

OKLAHOMA NATURAL DEVELOPMENT CORPORATION, OWNER
624 S. BOSTON TULSA, OKLAHOMA
TEL. (918) 583-6161

FELL BRUSSO BRUTON & KNOWLES, INC.
6311 E. TECUMSEH
TULSA, OKLAHOMA
TEL. (918) 835-9588

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUN 1 9 1977

By [signature]
VICE CHAIRMAN — SECRETARY

This approval is void if this plat is not filed in the office of the County Clerk on or before JUN 1 9 1977

[signature]
COUNTY CITY ENGINEER

CERTIFICATE

As provided in Title 11, Chapter 13, Section 926 of the Oklahoma Statutes, I hereby certify that no ad valorem taxes levied in this plat, all such taxes have been paid as reflected by the current tax rolls and warranty as required by said Section 926, for taxes provided in the amount of $ 283.32 per cent average on 436 to be applied to 19 77 taxes not yet certified as yet.

This certification is made in the anticipation of payment of the 19 77 taxes in full prior to given in order that this plat may be recorded. In the event 19 77 taxes could exceed the amount of the [illegible]

Dated May 5 19 77

JOHN E. SAFFIOTTI
TULSA COUNTY TREASURER

[signature]

R 13 E

E. 91 ST. ST. AVE.

T 18 N

22

SUN MEADOW II

SUN MEADOW

YALE AVE. SHERIDAN AVE.

S. E. 101 ST. ST. S.

RECEIVED
MAY 04 1977
TULSA METRO. AREA
PLANNING COMM.

TOTAL LOTS 90
TOTAL AREA 53.8 ACRES

SEE DETAIL "A"

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

UNPLATTED

UTILITY EASEMENT SEE BOOK 4212, PAGE 122 FOR DESCRIPTION

UNPLATTED

NW COR. N/2 SW/4 SEC. 22

3.00' 35.58' 35.10' 35.15' 75.81' 39.49' 34.52' 32.32' 32.0' 31.5' 30.8' 30.27' 30.0' 29.31' 29.31' 32.66' 31.77' 30.10' 29.63' 27.74'

S 89° 53' 25" W 2,297.00'

POINT OF BEGINNING
NW COR. LOT 7 BLOCK 5 &
NE COR. LOT 8, BLK. 5
20.8' SUN MEADOW II

100' EASEMENT CHEROKEE PIPELINE CO.

50' EASEMENT OKLA. NAT'L. GAS CO.

10' ESM'T. TRANSOK PL. CO.

LIMITS OF NO ACCESS

AVE.

E. 97 TH ST. SO.

E. 98 TH ST. SO.

E. 97 TH COURT SO.

BRADEN AVE.

SO. DARLINGTON AVE.

E. 30 EXPLORER PIPELINE EASEMENT

SUN MEADOW II

N 89° 57' 49" E 1324.46'

SW COR. NE/4 SW/4 SECT. 22

SW COR. LOT 14, BLK. 2 SUN MEADOW II

N 89° 57' 49" E 166.20'

N 00° 02' 11" W 215'

N 89° 57' 49" E 30'

N 15° 52' 04" E 155.97'

N 37° 42' 13" E 1202.10'

S 00° 03' 27" W 1317.69'

N 00° 00' 20" E 5'

NW COR. N/2 SW/4 SEC. 22

70.75' 43.3' 3' 5.48' 120' 100' CHEROKEE ESM'T. ℄ UTILITY ESM'T ℄ 10' TRANSOK ESM'T. 36.4' 29' 50' 112.9' 116.16' 10' ESM'T. 50' O.N.G. ESM'T. 50' LOT 20, BLK. 3 YALE AVE.

DETAIL "A"

LEGEND

B.L. BUILDING LINE
U/E UTILITY EASEMENT
O.D.E. OVERLAND DRAINAGE EASEMENT (SEE RESTRICTIVE COVENANT NO. 8

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 of Section 22, Township 18 North, Range 13 East of the Indian Base and Meridian in Tulsa County, State of Oklahoma, more particularly described as follows, to-wit:

Commencing at a point in the North line of said N/2 SW/4, a distance of 2,297.00 feet East of the northwest corner thereof, said point being the northwest corner of Lot 7 of Block 5 in Sun Meadow II, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof; thence S 89°53'25"W a distance of 2,297.00 feet to a point in the West line of said N/2 SW/4, said point being 3.00 feet south of the northwest corner of said N/2 SW/4; thence S 00°03'27"W along the west line of said N/2 SW/4 a distance of 1317.69 feet to the southwest corner of said N/2 SW/4; thence N 89°57'49"E along the south line of said N/2 SW/4 a distance of 1324.46 feet to the southwest corner of the NE/4, SW/4 of said Section 22; thence N 00° 00 20"E along the west line of said NE/4 SW/4 a distance of 5.00 feet; thence N 89°57'49"W parallel to the south line of said NE/4 SW/4 a distance of 166.20 feet to a point, said point being the southwest corner of Lot 14 of Block 2 in said Sun Meadow II; thence continuing along the westerly boundary of said Sun Meadow II as follows:
N 00°02'11"W a distance of 215.00 feet; thence N 89°57'49"E a distance of 30.00 feet; thence N 15°52'04"E a distance of 155.97 feet; thence N 37°42'13"E a distance of 1,202.10 feet; to the point of beginning, containing 53.8 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 "SUN MEADOW III" 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 on said plat and does hereby guarantee clear title to all of the land that is so dedicated, subject to easements of record. 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.

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, except Lot 29 of Block 5, 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. Lot 29 of Block 5 shall be known as a residential lot and may be used for a storm water detention area or for drainage purposes as required by the City of Tulsa.

3. 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.

4. 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.

5. 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 the rear lot line.

6. 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building 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.

8. No building, fence, plants or any other above ground structure or obstruction shall be placed, erected or constructed within the Overland Drainage Easements (ODE), as shown on the attached plat. This easement is for overland storm water drainage.

9. No dwelling shall be erected on any residential lot in the Addition of more than two stories and with less than two thousand (2,000) square feet of finished living area (exclusive of open porches, garages and carports) on the ground floor. Notwithstanding the above provision, a dwelling of one and one-half or two stories may be erected with not less than sixteen hundred (1,600) square feet of finished living area on the ground floor provided that the dwelling has a minimum of twenty four hundred (2,400) square feet of finished living area on both floors.

10. The exterior of all structures erected on any lot shall be constructed of a minimum of 35 per cent masonry. Measurements for computing the 35 per cent 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.

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

12. 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.

13. 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.

14. 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.

15. 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 real'or, or owner to advertise the property.

16. 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 and West lines of Block 3, and along the west 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 also be 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 right of access to all such easement-ways shown on said plat, or provided for on this 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. 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 persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the party 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.

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 4th day of May 1977.

ATTEST:

By [signature]
asst. Secretary

OKLAHOMA NATURAL DEVELOPMENT CORPORATION

By [signature]
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 4th day of May, 1977, personally appeared C. Fell, 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 voluntay 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: 9-26-79

[signature]
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 III," an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma, this 4th day of May 1977.

[signature]
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 4th day of May, 1977, personally appeared Frank A. Bruno, 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

[signature]
Notary Public