

BLOCKS 1-7 Covenants.doc

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That SHADOW MOUNTAIN DEVELOPMENT CORPORATION, being the sole owner of the following described real estate in Tulsa County, Oklahoma described as follows, to wit:

Beginning at the Northeast corner of the East one half of the Northwest one quarter of Section 2, T 18 N, R 13 E, Tulsa County, Oklahoma; thence S 0° 04' 48" E, along the East line of said NW¼, a distance of 1148.29 feet; thence due West a distance of 121.89 feet; thence due South a distance of 17.00 feet; thence due West a distance of 183.06 feet; thence N 9° 54' 47" E a distance of 13.87 feet; thence N 60° 00' 00" W a distance of 90.00 feet; thence N 30° 00' 00" E a distance of 76.00 feet; thence N 60° 00' 00" W a distance of 180.00 feet; thence N 30° 00' 00" E a distance of 30.63 feet; thence due West a distance of 705.82 feet; thence due North a distance of 57.00 feet; thence due West a distance of 131.86 feet to a point on the West line of the East one half of the NW one quarter; thence N 0° 05' 13" W a distance of 868.06 feet to the Northwest corner of said East one half of the Northwest one quarter; thence S 89° 58' 00" E a distance of 1320.47 feet to the point of beginning, containing 29.97 acres, more or less.

has caused the same to be surveyed, staked and platted into blocks, lots, and streets in conformity to the plat whereon and annexed hereto and have caused the same to be named and designated "BLOCKS 1 7, SHADOW MOUNTAIN ESTATES", an addition to the City of Tulsa, Tulsa County, Oklahoma, and do hereby dedicate all the streets shown upon said plat to public use.

The owner and proprietor being desirous of establishing a uniform system of development of said property and preserving the character thereof does hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said property and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees shall take the same subject to such conditions, restrictions, and covenants, and by accepting such covenants shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all responsibilities, to wit:

1. All lots shall be used for single family residence, except Lots 1 thru 4, Block 1, Lots 1 thru 15, Block 2, and Lots 1 thru 10 Block 3, which may be used for either single family or duplex uses.
2. Buildings shall not exceed two stories in height, (Tri level or multi level houses are to be considered as two story buildings.) No dwelling shall have a roof slope of less than 2 in 12.
3. No dwellings, exclusive of open porches and garages, shall be permitted which if a single story dwelling shall have a finished floor area of less than 1800 square feet, and no two story dwelling shall have less than 1100 square feet on the first floor elevation and less than 800 square feet on the second floor elevation. Split level construction is to be considered as one story dwellings. All dwellings shall have a minimum of two car garage, with a minimum of 480 square feet of floor area. All structures shall be constructed of brick or stone veneer at least wainscot height all the way around with the exception of porches; a porch shall be defined as being an overhang with a minimum of four feet from the exterior wall of the structure. All roofs are to be of wood shingles or build up construction, or as otherwise approved by the design committee.
4. No building shall be located beyond the minimum front and side street setbacks shown on the recorded plat. No building shall be located nearer than five (5) feet to any side lot line. Detached garages or other outbuilding located 80 feet or more from the front lot line may be located within three (3) feet of the side lot line. No dwelling shall be located closer than 15 feet to a rear lot line. Open porches, terraces, and attached fireplace structures shall not be considered under this provision, as part of the building. By open porch is meant a porch that is not enclosed on the front and sides so as to obstruct the view from the side of said porch. Detached garages connected to dwellings by covered walkways shall not be considered under this provision as attached garages. All buildings must face the most restrictive set back line.
5. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
6. No trailer, tent, shack, garage, barn, or other outbuildings erected on the platted lands shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No structure previously used for residential purposes shall hereafter be moved on to any lot in the said platted addition.

8. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line as shown, except decorative type fences or walls for decorative purposes. In no event shall any fence or wall exceed the height of 6 feet. Fences or walls constructed nearer to any street than the minimum building set back line shall be limited to 2 feet in height.
9. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become any annoyance or nuisance to the neighborhood; no part of the property described in said plat shall be used for the maintenance, care, or housing of cattle, horses, swine or poultry.
10. No building, fence, wall, or any type structure shall be commenced, erected, or maintained, nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan, and grading plan therefore or information satisfactory to the design committee shall have been submitted to, and approved in writing by the committee. In passing on such plan, specification, plot plan, and grading plan, the design committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same, and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the committee within fourteen days of the submission of said plans, then in such case said plans shall be deemed approved. The members of the design committee shall be Alden Carroll, J.D. McKellar, and Ernest C. Miller, or their duly authorized representatives. Any two members of the design committee may grant approval. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of the committee reserve the right to dissolve the committee by a single majority vote thus causing this paragraph to have no further cause or effect.
11. The undersigned owner further dedicates to the public for public use easements as are shown and designated on said plat, for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utility installations, 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 right of ingress and egress in said easements for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided that the undersigned owner hereby reserves the right to construct, maintain, operate, lay, and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the public streets and easement areas shown in said plat, both for the purpose of furnishing said facilities to the area included in said plat and to any other areas.
12. These covenants shall run with the land and shall be binding upon the undersigned owners and all persons claiming under the owner until January 1, 1998, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, either before or after 1998, the then owners of a majority of all the lots in said addition may change or vacate these covenants, either in whole or in part, and such change or vacation shall be evidence by an instrument in writing signed by the then owners of a majority of all lots in said addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.
13. Overhead pole lines for the supply of electric service may be located along the North and East edges of said additions. 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 purposes 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.
14. 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 or telephone 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.
15. The supplier of electric or telephone 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 in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric facilities so installed by it.
16. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grad or any construction activity which may interfere with said facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

IN WITNESS WHEREOF, SHADOW MOUNTAIN DEVELOPMENT CORPORATION has caused its name to be affixed by its president, and its seal attested to by its secretary this 1st day of March, 1969

SHADOW MOUNTAIN DEVELOPMENT CORPORATION
by <signed> J. D. McKellar (President)

ATTEST:
<signed> Alden Carroll (Secretary)