

## Shadow Mountain Covenants.doc

CERTIFICATE OF DEDICATION  
DECLARATION OF PROTECTIVE COVENANTS  
SHADOW MOUNTAIN

## KNOW ALL MEN BY THESE PRESENTS:

Whereas SOUTHERN INVESTMENT COMPANY & LAA DEVELOPMENT COMPANY, both Corporations, being the sole Owners (hereinafter referred to as "OWNERS") of the following described real estate in the County of Tulsa, State of Oklahoma, to-wit:

A tract of land, containing 136.212 acres in Section-2, T-18-N, R-13-E, Tulsa County, Oklahoma, said tract of land being described as follows, to-wit:

"BEGINNING AT A POINT" on the Northerly line of said Section-2, said point being 1980.00' Westerly of the North-east corner of Section-2; thence Westerly along said Northerly line for 660.96'; thence Southerly along the Westerly line of the NE ¼ of Section-2 for 1985.84'; thence Westerly along the Northerly line of the S ½ of the NW ¼ of Section-2 for 2640.60' to a point on the Westerly line of Section-2; thence Southerly along said Westerly line for 659.05'; thence Easterly along the Southerly line of the N ½ of Section-2 for 3960.72'; thence Southerly along the Westerly line of the E ½ of the SE ¼ of Section-2 for 2640.56' to a point on the Southerly line of Section-2; thence Easterly along said Southerly line for 309.99'; thence Northerly and parallel to the Easterly line of Section-2 for 2395.00'; thence Easterly and parallel to the Southerly line of Section-2 for 1010.00' to a point on the Easterly line of Section-2; thence Northerly along said Easterly line for 164.60'; thence Westerly and parallel to the Southerly line of Section-2 for 195.35' to a point of curve; thence Westerly along a curve to the right, said curve having a central angle of 13 -24'-00" and a radius of 420.00', for 98.23' to a point of tangency; thence Northwesterly along said tangency for 447.72'; thence Northwesterly at a right angle for 260.00' thence Northwesterly at a right angle for 8.05' to a point of curve; thence Northwesterly and Northerly along a curve to the right, said curve having a central angle of 76 -36'-00" and a radius of 420.00', for 675.00' for 902.55' to a point of tangency; thence Northerly along said tangency for 345.34'; thence Westerly and parallel to the Northerly line of said Section-2 for 520.00'; thence Northerly and perpendicular to said Northerly line of Section-2 for 358.04'; thence Westerly and parallel to said Northerly line of Section-2 for 460.00' thence Northerly and perpendicular to said Northerly line of Section-2 for 996.96' to the "POINT OF BEGINNING" of said tract of land.

That the OWNERS hereby certify that they have caused the same to be surveyed, platted, and staked into lots as shown by the accompanying plat and survey thereof and which plat is made part hereof, and has given to said property the name "SHADOW MOUNTAIN", a subdivision in Section-2, T-18-N, R-13-E, City of Tulsa, Tulsa County, State of Oklahoma;

AND WHEREAS, said addition was process as Planned Unit Development Number 187, pursuant to Sections 1100 through 1170 of the Zoning Code of the city of Tulsa, as the same existed on January 14, 1975, which Planned Unit Development Number 187 was approved by the Tulsa Metropolitan Area Planning Commission, on June 23, 1976, and by the City of Tulsa Board of Commissioners on August 10, 1976.

## SECTION I

## EASEMENTS AND RIGHTS-OF-WAY

A. The OWNERS do hereby dedicate for public use all of the streets and utility easements as shown on said plat and do hereby guarantee the title to all of the land covered by said streets, and hereby relinquish any and all rights of all vehicular ingress and egress from any property or properties within the bounds designated as limits of "No Access" as shown on the attached plat. This provision can be released, changed, or altered by the Tulsa Metropolitan Area Planning commission or its successors with the concurring approval of the City Engineer of the City of Tulsa, Oklahoma, or otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

A. The OWNERS further dedicate to the public for public use forever the utility easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all public utilities including the storm and sanitary sewers, telephone lines, electric power lines and transformers, cable television facilities, gas lines, and water lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to said utility easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each an all of the streets shown on said plat; PROVIDED, HOWEVER, that the OWNERS hereby reserve 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, alleys, and utility easements show in said plat, and/or sewer services to the area included in said plat.

B. SOUTHERN INVESTMENT COMPANY AND LAA DEVELOPMENT COMPANY and their successors further covenant that:

1. OVERHEAD POLE LINES for the supply of electric service and telephone service may be located along the edge of said subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout said Subdivision all supply lines shall be located underground, in the easement-ways reserved for general utility purposes and streets, show on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said

easement-ways.

2. UNDERGROUND SERVICE CABLES to all structures which may be located on all blocks in said Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such dwelling units as may be located upon each said lot; provided that upon the installation of such a service cable to a particular unit, the supplier of electric and telephone services will thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot covering five-foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on said unit.
3. THE SUPPLIERS of electric service and telephone service, through their 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 of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground facilities so installed by them.
4. THE OWNER of each lot will be responsible for the protection of the underground facilities located on his property and will prevent the alteration of grade or any construction activity which may interfere with said facilities. Repairs or costs of relocation, required by violation of this Covenant, will be paid for by the Owner of the lot.
5. 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.

A. Lots 4 and 9, Block 1; Lot 12, Block 16; Lot 7, Block 21, are hereby dedicated for storm water detention facilities, provided however, that in the event said storm water detention facilities, as a result of drainage improvements are no longer required by the City of Tulsa, Lots 4 and 9, Block 1; Lot 12, Block 16; Lot 7, Block 21, by action of the Tulsa Board of Commissioners, shall, at that time, revert to the undersigned grantors, their heirs, successors or assigns.

The undersigned GRANTORS hereby dedicate to the public an easement over, upon and across Lot 1, Block 9 and Lot 12, Block 22 for the overland drainage of water and for use as a storm water detention facility; provided however, that in the event said storm water detention facilities, as a result of drainage improvements are no longer required by the City of Tulsa, said easement by action of the Tulsa Board of Commissioners, shall, at that time, terminate and shall thereafter be of no further force and effect. Such termination shall not affect any utility or other easement show on said plat.

Lot 33, Block 13, is hereby dedicated for public use area as a right-of-way to gain access to City of Tulsa property, provided however, that in the event public use area is no longer required by the City of Tulsa, Lot 33, Block 13, by action of the Tulsa Board of Commissioners, shall at that time revert to the undersigned grantors, their heirs, successors or assigns. This covenant shall run to the benefit, and be enforced by, The City of Tulsa.

## SECTION II

### DEVELOPMENT OF REQUIREMENTS AND RESTRICTIONS

#### A. Definitions of Terms

The following terms and words as used hereinafter shall be defined as follows:

1. Declarants – shall mean SOUTHERN INVESTMENT COMPANY, a Corporation, and LAA DEVELOPMENT COMPANY, a Corporation; and any other party or parties hereinafter designated by OWNERS for purposes of this Declaration of Protective Covenants in any deed to such a party or parties from a Declarant.
2. Improvement – shall mean and include all construction and work necessary or appurtenant to conditioning a lot for occupancy for a permitted use and shall include but not be limited to buildings, drives, roads, signs, utilities, fences, lawns and landscaping.
3. Owner – shall mean the party or parties owning fee title to lot.
4. Lot – shall mean and refer to a platted lot, block, of land shown upon any recorded subdivision map of the Property.
5. Street – shall mean a right-of-way dedicated to the public for use as a public street.
6. Boulevard – shall mean a right-of-way of excess width, dedicated to public for use as public street.
7. Building Line – shall mean the boundary line of a building site which abuts on any street.

#### B. Use of Lots

1. All lots of “Shadow Mountain” shall be for a single family residential use only, except lots 17, 18, and 19, block 18, all of block 19, 20, 21, and 22 which shall be duplex lots; lot 1 of block 5 is reserved for tennis courts for the Shadow Mountain Racquet Club; Lots 4 and 9, Block 1; Lot 1, Block 9; Lot 12, Block 16; Lot 7, Block 21; and Lot 12, Block 22 are reserved for flood water detention and green area, all as set aside in PUD 187; Lot 33, Block 13, is dedicated public use area.

2. In the single family lots, no building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling with one attached garage for not less than 2 nor more than 3 cars.
3. Duplexes shall have not less than 1,100 square feet per unit living area and a one-and-one-half car attached garage per family unit.
4. No residential structure shall be erected on any lot with less than 1,800 square feet of living space, exclusive of garage, carport and porches, and one and one-half and two story dwellings will not have less than 1,200 square feet ground floor area.
5. Buildings shall not exceed two stories in height. (Tri-level or multi-level houses are to be considered as two-story buildings). No roof shall have a slope of less than 3 in 12.
6. No trade, business or other noxious or offensive activity shall be permitted nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No lot shall be permitted to become in an unsightly or "junk" condition, nor shall any junk be allowed to accumulate thereon, no animals or bowls shall be kept or permitted to remain upon any tract in the addition except domestic and household pets, provided any such pets are not kept, bred nor maintained for any commercial purpose.
7. No trailer, tent, basement, shack, garage, or other building previously erected shall at any time be used as a residence, temporary or permanent.
8. No boats, trailers, campers (mobile or otherwise) or like recreational equipment shall be stored on any lot unless enclosed in garage or screened from view from any direction.
9. No inoperative vehicles or machinery shall be stored or parked on any lot and each lot shall be kept free from weeds, brush and high grass, and trash and rubbish shall not be permitted to accumulate upon any lot.
10. No advertising sign or structure shall be erected, placed or maintained on any lot, except one sign of not more than five feet square advertising the property for sale or rent, and signs erected by the Owner, Builder or Developer, to advertise the development or particular property during the construction and sales period. Such signs must be on private property and not in street right-of-way.

#### A. Required Yards

1. No residential structure shall be erected or maintained nearer to the front or side street lines than the building setback lines. No side yard should be less than 7 feet on each side of a family living unit.
2. Each lot shall receive and drain in an unobstructed manner, storm and surface waters from lots and drainage areas of higher elevations and from public streets and easements, and the City of Tulsa shall not be liable for any damages caused by reason of easements on any adjacent lot, nor for damages from blockage of any portion of the drainage of storm and surface waters over and across his lot.

#### B. Building Committee

1. There is hereby established a Building Committee, which shall consist of 3 members designated by the Corporations (Southern Investment Co. and LAA Development Co.) or their duly authorized representatives.
2. No building, residence, fence, retaining wall, or any other type of improvement, including grading and draining operations, shall be started on any lot until the plans and specifications, plot plan or any other plans or information necessary to determine the ultimate improvement or facility plans for any lot shall have been submitted to and approved by the Building Committee.
3. Said approval must be in writing and shall not be unreasonably withheld if in conformance to the requirements set forth in this Deed of Dedication. In passing on such plans, specification, etc., the Committee will take into consideration the suitability of the proposed improvements to the site, and consider the harmony thereof with the surroundings, and the effect of the planned improvements on the outlook for the adjacent or neighboring property.
4. All exterior walls of all residential and garage construction shall be of at least 60% masonry (stone or brick only), balance being in glass, wood shingle, wood siding, aluminum drop siding, or stucco. Plastics, hardboard, and other aluminum siding, concrete block or any sort, concrete brick, composition singles, asphaltic shingles, or built-up roofs shall be excluded. Exceptions to the above must gain approval of the Building Committee.
5. Neither the Building Committee, nor any member, employee or agent thereof, shall be liable to any owner or to anyone submitting plans and specifications for approval, or to any other party by reason of mistake in judgement, negligence or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications, or for any other action in connection with its or their duties hereafter. Likewise, anyone so submitting such plans, and any person against the Building Committee, or any member, employee or agent of said committee; provided nothing herein shall preclude any person from seeking relief in a court of competent jurisdiction from any action of the Building Committee which is alleged to be arbitrary or unreasonable.

6. That part of the driveway entrance that lies between the front property line and the edge of the paved portion of the street shall be constructed in accordance with the City of Tulsa requirements.

C. Duration and Amendments

This Declaration of Protective Covenants and any Amendments thereto shall remain in effect until June 1, 1999, unless sooner terminated as hereinafter provided.

The Protective Covenants may be amended from time to time hereafter or terminated by an instrument in writing executed and acknowledged by the owners of more than three-fourths of the lots in "Shadow Mountain". Amendments made pursuant to the provisions of this article shall inure to the benefit of and shall be binding upon the owners of all land in "Shadow Mountain", their respective heirs, successors and assigns.

Notwithstanding anything herein to the contrary, this Declaration of Protective Covenants, as amended may be extended beyond June 1, 1999, for successive ten (10) year periods by instruments in writing executed and acknowledged by the then owners of more than three-fourths of the acreage in "Shadow Mountain."

D. Enforcement

The conditions, covenants, restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant, the City of Tulsa, and owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by the Declarant, the City of Tulsa, and each owner as well as by the Building Committee and as Trustees on behalf of the Declarant and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Building Committee as his Trustees for such purposes. Violation of any condition, covenant, restrictions or reservation herein contained shall give to the Declarant, the City of Tulsa, the Building Committee and to the owners, or any of them, the right to bring proceeding in law or equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any covenants, conditions, restrictions and reservations shall give to the Building Committee, acting as such Trustees, the right to enter upon the premises and remove at the expense of the Owner thereof any structure, anything or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to every remedy available in law or inequity for the abatement of public or private nuisances shall be available to the Declarant, the City of Tulsa, the owners and the Building Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgement is entered shall pay the attorney fees of the party or parties for whom judgement is entered in such amount as may be fixed by the court in such proceedings. Such remedy shall be cumulative and not exclusive.

E. Separability

Invalidation of any restrictions set forth herein or any part hereof 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, but they shall remain in full force and effect.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY SET THEIR HANDS,

SOUTHERN INVESTMENT COMPANY

(AN Oklahoma Corporation)

ATTEST:

Bill J Weintz <SIGNED>

<SEAL>

Corporate Secretary

Stephen S. Adams <SIGNED>

By: Stephen S. Adams, President

SS

STATE OF OKLAHOMA )

COUNTY OF WASHINGTON )

<SEAL>

BEFORE ME, THE UNDERSIGNED, a Notary Public in and for said county and state, on the 24<sup>th</sup> day of february, 1978, personally appeared Stephen S. Adams <signed> , to me known to be the identical persons and executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 1-19-80

Mattie McCormick <SIGNED>

NOTARY PUBLIC

LAA DEVELOPMENT COMPANY

(An Oklahoma Corporation)

ATTEST:

J.D. Statts <SIGNED>

<SEAL>

Corporate Secretary

Lisa A. Gerhart <SIGNED>

By: Lisa A. Gerhart, President

SS

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

My commission expires: 1-19-80 Mattie McCormick <SIGNED>

NOTARY PUBLIC

STATE OF OKLAHOMA )

COUNTY OF WASHINGTON ) <SEAL>

BEFORE ME, THE UNDERSIGNED, a Notary Public in and for said county and state, on the 24<sup>th</sup> day of february, 1978, personally appeared Lisa A. Gerhart <signed>, to me known to be the identical persons and executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 1-19-80 Mattie McCormick <SIGNED>

NOTARY PUBLIC

CERTIFICATE OF SURVEY

<SEAL>

We, SISEMORE, SACK & SISEMORE, Consultant for Survey, a Partnership, on this 24<sup>th</sup> day of February 1978 at Tulsa, State of Oklahoma, do hereby certify that we have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above and that the attached plat designated "SHADOW MOUNTAIN", a Subdivision in Section 2, T-13-N, R-13-E, City of Tulsa, Tulsa County, State of Oklahoma, is a true and correct respresentation thereof.

SISEMORE, SACK, AND SISEMORE

By: H.B. Sisemore <signed>

H.B. Sisemore, Senior Partner

SS

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

My commission expires: 1-19-80 Mattie McCormick <SIGNED>

NOTARY PUBLIC

Registered Land Surveyor, Okla. No. 67

STATE OF OKLAHOMA )

COUNTY OF TULSA ) <seal>

BEFORE ME, THE UNDERSIGNED, a Notary Public in and for said county and state, on the 24<sup>th</sup> day of february, 1978, personally appeared H. B. Sisemore <signed>, to me known to be the identical persons and executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: August 9, 1981 Elizabeth Ann Kuel <SIGNED>

NOTARY PUBLIC