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DEED OF DEDICATION

Dated: April 15, 1971

Filed: April 23, 1971, 2:47 P.M.

Plat #3188

SOUTHERN HILLS SECOND ADDITION
A PART OF THE S/2 OF THE NW/4 OF SECTION 4,
T-18-N, R-13-E, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, IRA D. CREWS, JR. and MARCIA B. CREWS, husband and wife, are the owners of the following described land situated in the County of Tulsa, State of Oklahoma, to-wit:

Beginning at a point 215 feet North of the Southwest corner of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Four (4), Township Eighteen (18) North, Range Thirteen (13) East of the I.B.M. in Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; thence due North along the West line of said Section a distance of 652.21 feet, thence South 89°28'30" East a distance of 1321.02 feet, thence North 0°03'42" East a distance of 442.34 feet, thence South 89°28'23" East a distance of 330.37 feet thence South 0°03'42" West a distance of 1104.83 feet, thence North 89°27'53" West a distance of 1650.68 feet to the point and place of beginning; containing 28.46 acres more or less, and

WHEREAS, the said Ira D. Crews, Jr. and Marcia B. Crews have caused the above described tract to be surveyed, staked, platted and subdivided into lots, blocks and streets and have designated the same as SOUTHERN HILLS SECOND ADDITION, a subdivision of the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

NOW, THEREFORE, the undersigned Ira D. Crews, Jr. and Marcia B. Crews, husband and wife, do hereby dedicate for public use all the streets as shown on said plat and do hereby guarantee the title to all the land covered by said streets, and for the purpose of providing an orderly development of the above described tract and in order to provide restrictive covenants for the mutual benefit of themselves and their successors in title to the subdivisions of said tract (hereinafter referred to as lots), the undersigned do hereby impose the following restrictions and reservations and create the easements which shall be binding upon them, their successors and assigns, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage or carport for at

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least two cars. (Tri-level or multi-level houses are to be considered as two story building.)

2. No structure shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 15 feet to any side lot line or property line. Detached garages or other outbuildings located 80 feet or more from the front lot line may be located within 5 feet of the side lot line. No dwelling shall be located closer than 15 feet to a rear lot line. Detached garages connected to dwellings by covered walkways shall not be considered under this provision as attached garages. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a structure. No building shall be located or erected on Lots 1, 2 and 3, Block 3 of said Addition so as to face or front on South Knoxville Avenue.
3. No noxious or offensive 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.
4. 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.
5. No dwelling shall be permitted on any lot which, if a single-story dwelling, shall have a finished floor area of less than 2500 square feet, no two-story dwelling shall have less than 1600 square feet on the first floor elevation and less than 1000 square feet on the second floor elevation. All of said minimum floor areas shall be determined exclusive of porches and garages.
6. No structure of any kind shall be erected, altered or permitted on any lot the roof of which has as a surface of asphalt composition shingle or roll-type granulated surfaced material.
7. No structure of any kind shall be permitted which has a screened-in porch on the front of said structure.
8. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 feet and 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 25 feet from the inter-

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section of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. 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 lines.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, over the rear and side of the lots as shown thereon.
10. No vehicular traffic or ingress and egress shall be permitted over, across, through or under those areas designated "L.N.A." or "Limits of No Access" as shown on the recorded plat.
11. Subject to the restrictions contained in sub-paragraphs A-D, hereinbelow, the undersigned owners further dedicate to the public 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, wire, conduits, pipes, valves, meters, and any other appurtenances thereto, with the right of ingress and egress upon 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 the undersigned 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 and alleys shown in said plat, and over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat and to any other areas, and provided further that:
 - (a) Overhead pole lines for the supply of electric and telephone service may be located along the edges of said Addition. 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

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voltages, may also be located in said easement-ways.

- (b) Underground service cables to 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 and 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 entrance on said house.
- (c) The supplier of electric and 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 for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or telephone facilities so installed by it.
- (d) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

These covenants are to run with the land and shall be binding on all parties and all the persons claiming under them until July 1, 1996, at which time said covenants shall be automatically extended for successive periods of five years unless, by vote of the majority of the owners of the lots, it is agreed to change the said covenants in whole or in part.

If the parties hereto or any of them, or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues from such violation.

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

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IN WITNESS WHEREOF, we have hereunto set our hand and seals in Tulsa, Oklahoma, this 15 day of April, 1971.

Ira D. Crews, Jr.

Marcia B. Crews

ACKNOWLEDGED: On April 15, 1971, by Ira D. Crews, Jr. and Marcia B. Crews, husband and wife, before Ralph Faucett, Notary Public, Tulsa County, State of Oklahoma. (SEAL) Commission expires June 17, 1974.

CERTIFICATE

I, the undersigned Registered Professional Surveyor, hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets the property described above and the same to be known and designated as "SOUTHERN HILLS SECOND ADDITION", a subdivision of Tulsa County, State of Oklahoma, and that the above plat is a true representation of said survey.

(SEAL)

COLPITT, MIDDLETON AND NICKLE

R. Edger Nickle

ACKNOWLEDGED: On April 15, 1971, by R. Edger Nickle,----- for GOLPITT, MIDDLETON AND NICKLE, before Joy Nickle, Notary Public, Tulsa County, State of Oklahoma. (SEAL) Commission expires September 15, 1972.

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on March 17, 1971.

X.N. Cox,
Vice Chairman

This approval is void if this plat is not filed in the office of the County Clerk on or before September 30, 1971.

Robert R. Forth,
Asst. City Engineer

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C E R T I F I C A T E

Pursuant to S.B. 113, 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 current tax rolls and security has been provided for 1971 taxes not as yet certified to me.

Dated: April 23, 1971
Tr. Dep. 738

John F. Cantrell
County Treasurer of
Tulsa County, Oklahoma

BLOCK 1 - LOTS 1 TO 8 INCLUSIVE

BLOCK 2 - LOTS 1 TO 11 INCLUSIVE

BLOCK 3 - LOTS 1 TO 19 INCLUSIVE

BLOCK 4 - LOTS 1 TO 4 INCLUSIVE