

# 153882

Plat #2468

Dated: June 6th, 1963

Filed: June 7th, 1963 at 2:48 P.M.

SUNGATE ADDITION

TO THE CITY OF TULSA, OKLAHOMA, A PART OF THE NW/4 AND THE W/2 OF THE W/2 OF THE NE/4 OF SECTION 35, T-19-N, R-13-E, TULSA COUNTY, OKLAHOMA, CONTAINING 180.06 ACRES MORE OR LESS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

IN WITNESS WHEREOF THESE PRESENTS:

That Ramon L. King Development Corporation, a Corporation, Greek-rose Construction Company, a Corporation, S and Z Development Corporation, a Corporation, and Royal Land Company of Tulsa, Inc., a Corporation, being the owners in fee simple title of the real estate and premises hereinafter described, have caused the following described real estate property, situated in Tulsa County, State of Oklahoma to-wit:

A Part of the NE 1/4 and all of the W 1/2 of NE 1/4, of Section 35, T-19-N, R-13-E, Tulsa County, Oklahoma, more particularly described as:

Beginning at a point on the North line of the NW 1/4 of Section 35, T-19-N, R-13-E, Tulsa County, Oklahoma, said point being 567.00 feet East of the NW corner thereof, THENCE due East along the North line of said Section 35, a distance of 2732.80 feet, THENCE South 0°09.586' East a distance of 2641.78 feet, THENCE North 89°57.586' West a distance of 3500.52 feet to a point on the West line of said Section 35, THENCE North 0°08.667' West along said West line a distance of 1102.98, THENCE due East a distance of 567.00 feet, THENCE North 0°08.867' West a distance of 1536.50 feet to the point of beginning, containing 180.06 acres MORE OR LESS.

To be surveyed, staked and platted into blocks, lots and streets in conformity to the Plat hereon and annexed hereto and have caused the same to be read and designated "SUNGATE ADDITION", to the CITY OF TULSA, TULSA COUNTY, OKLAHOMA, and do hereby dedicate all the streets shown upon said plat to public use,

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The owner and proprietor being desirous of establishing a uniform standard of development, of said property and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions and protective covenants which shall be and also 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 indirectly from any of its grantees shall take the same subject to such conditions, restrictions and protective 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 the responsibilities, covenants:

1. All lots in said addition shall be used for single family residential, and the following exceptions: All of Lots in Block 3, Lots 1 through 4, Block 2; Lots 9 through 16, Block 6 which shall be used for single family residence; and Lots 13 and 14, Block 10 which shall be used for private park and recreational purposes.

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 dwelling, exclusive of open porches and garages, shall be permitted on any lot which, if a single-story dwelling shall have a finished floor area of less than 1500 sq. feet, if located in Blocks 4, 23, 24, 19, 24, 16 or on Lots 20 through 29, Block 15; or less than 1500 sq. feet if located in other lots in said addition; and no two story dwelling shall have less than 1000 sq. feet on the first floor. Porches and less than 800 sq. feet on the second floor elevation. No multi family dwelling which is permitted in Block 3; Lots 1 through 4, Block 2; Lots 9 through 16, Block 6, shall have a finished floor area of less than 1200 sq. feet per living unit. Split level construction to be considered one story dwellings. All dwellings shall have a minimum of a two car garage or car-port except multi family dwellings shall have a minimum of a one car garage or car-port per living unit. All dwellings shall have a minimum of 50 per cent of the exterior wall area of the first floor covered with masonry or stone veneer.

4. No building shall be located beyond the minimum front and side setback setbacks shown on the recorded plat. No building shall be located

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Nearer than five (5) feet to any side lot line on all lots in Block 3; Lots 1 through 4 Block 2; Lots 9 through 16 Block 6 and all Lots Block 4, 23, 24, 19, 16, 14; Lots 20 through 29 Block 15. No building shall be located nearer than six (6) feet to any side lot line, on all remaining lots in addition. Detached Garages or other outbuildings 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.

5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet 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. The same sight-line limitation shall apply on any lot within ten (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 sight lines.

6. No trailer, tent, shack, garage, barn or other outbuilding 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 3 feet in height.

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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. The developers reserve the right to use and maintain the existing structure now located on lots 5 and 6, Block 11 for general sales and promotional uses as is deemed necessary by them.

11. 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, site 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 plans, 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 purposed to erect the same, and the harmony or other structure as planned or the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the committee within seven 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 Ramon L. King, Lloyd Creekmore, Robert S. Zschach, James E. Nuckolls and Henry Shortridge 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 simple majority vote thus causing this paragraph to have no further cause or effect.

12. 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

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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 easements 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.

13. These covenants shall run with the land and shall be binding upon the undersigned owners and on all persons claiming under the owner until January 1, 1993, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, either before or after 1993, 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 evidenced 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 6th day of June, 1963.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Ramon L. King  
 President - Ramon L. King  
 Development Corporation  
 Lloyd M. Creekmore  
 President - Creekmore Construction  
 Company  
 Robert S. Zschach  
 President - S and Z Development  
 Corporation  
 James E. Nuckolls  
 President - Royal Land Company of  
 Tulsa, Inc.

ATTORNEY:

Patricia A. King,  
 Secretary - Ramon L. King Development Corporation

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Virginia L. Evinger  
Secretary - Creekmore Construction Company  
H. D. Geddie  
Secretary - S and Z Development Corporation  
Charles N. Gilmore  
Secretary - Royal Land Company of Tulsa, Inc.,

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of June, 1963, personally appeared Ramon H. King, Lloyd Creekmore, Robert S. Zschach, and James E. Wuckolls, to me known to be the identical persons who executed the within and foregoing instruments on behalf of said corporations the Presidents, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporations, for the uses and purposes therein set forth.

(SEAL)  
My commission expires:  
October 31, 1966.

Charles P. Gotwals, Jr.,  
Notary Public

CERTIFICATE OF SURVEY

I, William B. Breisch, the undersigned, a Registered Professional Engineer, hereby certify that I have carefully and accurately surveyed, staked with iron pins and platted the above described tract of land, designated as "SUNGATE ADDITION," to the CITY OF TULSA, TULSA COUNTY, State of Oklahoma, and that the above plat is true and correct representation of said survey.

Dated this 27 day of May, 1963.

(SEAL)  
William B. Breisch  
Registered Professional Engineer

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STATE OF OKLAHOMA  
COUNTY OF TULSA }  
SS.

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 27 day of May, 1963, personally appeared William B. Breisch, to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

(SEAL)  
My commission expires:  
Dec. 19, 1966.

Dallas L. Dickens,  
Notary Public

County Eng. R. P. Gullett

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUN 4 1963.

Cy Dotson,  
Secretary

This approval is void if this plat is not filed in the office of the County Clerk on or before DEC 22 1963.

CERTIFICATE

Trust Deposit #125

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 1963 taxes not as yet certified to me. Dated June 7, 1963.

W. E. McIntosh, County Treasurer  
Tulsa County, Oklahoma. A.H.

OE

# 155379

AMENDMENT TO RESTRICTIONS

Dated: June 10th, 1963

Filed: June 18 1963 at 4:21 P.M.

Recorded in Book 3351 page 97

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of all lots in Sungate Addition to Tulsa, Tulsa County, Oklahoma, do hereby amend the restrictions contained in the Deed of Dedication filed herein by adding the following restrictions thereto:

Electrical service to the following lots or parts or subdivisions thereof in Sungate Addition to Tulsa, Oklahoma, shall be by overhead lines:

- All lots in Blocks 3, 4, 10, 13, 14, 16, and 24;
- Lots 1 thru 8, 21, 22, and 35 in Block 1; Lots 1 thru 12, and Lot 25, Block 2; Lots 1, 8, and 9 thru 16, in Block 19; Lots 1, 6, 7, 8, and 25 thru 33, Block 23; of said recorded plat.

With the exception of the lots above provided for, electrical service in said Sungate Addition shall be restricted to underground electrical service, with the following advantages and responsibilities on the part of all owners of lots or parts or subdivisions thereof and customers of electrical service in said addition:

- (a) The service cable shall be installed by the customer or lot owner.
- (b) The service cable is herein defined as that underground electrical facility beginning at a point of connection with the electric company's underground facilities in the utility easement and extending to the point of utilization (meter location) and said service cable shall be the sole property of the lot owner or customer.
- (c) The lot owner or customer shall be responsible for installation, maintenance, repair, or replacement necessary to maintain said service cable in a safe condition and for compliance with the prevailing electrical safety code and Company's specifications. The customer or lot owner shall have the right of access

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to the utility easement for purposes of installation, maintenance, repair, or replacement of said underground electrical service.

IN WITNESS WHEREOF, said parties have executed this instrument this 10th day of June, 1963.

(CORP. SEAL)  
ATTEST: Patricia A. King  
Secretary

RAMON L. KING DEVELOPMENT CORPORATION,  
an Oklahoma corporation  
By: Ramon L. King,  
President

(CORP. SEAL)  
ATTEST: Virginia L. Evinger,  
Secretary

CREEKMORE CONSTRUCTION COMPANY,  
an Oklahoma corporation  
By: Lloyd M. Creekmore,  
President

(CORP. SEAL)  
ATTEST: H. D. Geddie  
Secretary

S & Z DEVELOPMENT CORPORATION,  
an Oklahoma corporation  
By: R. S. Zsachach,  
President

(CORP. SEAL)  
ATTEST: Charles T. Gilmore  
Secretary

ROYAL LAND COMPANY OF TUTSA, INC.,  
an Oklahoma corporation  
By: James E. Nuckolls,  
President

ACKNOWLEDGED: June 17th, 1963 by Ramon L. King as President of RAMON L. KING DEVELOPMENT CORPORATION; and Lloyd M. Creekmore as President of CREEKMORE CONSTRUCTION COMPANY, an Oklahoma corporation; and R. S. Zsachach as President of S & Z DEVELOPMENT CORPORATION, an Oklahoma corporation; and James E. Nuckolls as President of ROYAL LAND COMPANY OF TUTSA, INC., an Oklahoma corporation, before Charles P. Gotwals, Jr., Notary Public in and for Tulsa County, Okla. (SEAL) Com. exp: October 31, 1966.