

#92 002953

E. MAYNARD COLE and
MARILYN KAY COLE

PLAT & DEED OF DEDICATION
Dated: Aug. 21, 1991
Filed: Jan. 14, 1992 at 11:12 AM
In the office of the County Clerk
In and for Tulsa County, Oklahoma
PLAT #4865

-to-

THE PUBLIC

SUNRISE RIDGE

An Addition to the City of Jenks,
Tulsa County, Oklahoma
East Half of the SW4 of Section 5,
Township 17 North, Range 13 East.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That E. Maynard Cole and Marilyn Kay Cole are the sole owners of the following described property: East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW4) of Section Five (5), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

WHEREAS, the said owner has caused the above described property to be surveyed, platted and staked in conformity with the plat herein which it hereby adopts as the plat of the above described land as SUNRISE RIDGE to the City of Jenks, Tulsa County, State of Oklahoma.

NOW, THEREFORE, the undersigned owner does hereby dedicate for public use the streets shown on the accompanying plat, and does further dedicate for public use forever, the easements as shown for several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, 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 and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in the street shown on said plot. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown. Provided, however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishings of water and/or sewer services to the area included in said plat and to any other areas.

1. The owners and developers of Sunrise Ridge shall be responsible for the maintenance of the Reserve Area until the establishment of the Sunrise Ridge Homeowners

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Association. Membership in the Association, once established, shall be mandatory to each lot owner in Sunrise Ridge, but only after the initial occupancy of a home built on a lot, or two years after the initial conveyance from the owners and developers to a lot buyer or whichever comes first. The Association shall be formed and functioned according to the terms of the Articles of Incorporation and the By-Laws. Notice of the effective date of formal establishment of the Association shall be filed at the office of the County Clerk, Tulsa County, Oklahoma, and indexed to the plat of Sunrise Ridge. Members of the Sunrise Ridge Homeowners Association shall establish the dues of the Association. They will be no more than the minimum amount necessary to maintain the Reserve Area of interest to the membership, and to conduct business of the Association.

2. Architectural Committee

(A) An architectural committee will be formed to reviews and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. E. Maynard Cole, Marilyn Kay Cole and Marlin D. Bills shall be the designated Architectural Committee. Each of them may appoint a single additional member. At a point mutually agreeable to the Sunrise Ridge Homeowners Association and the developers, a duly elected Architectural committee shall be formed consisting of members of the Association.

(b) No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specification therefor, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building have been approved in writing by a majority of an architectural committee composed of E. Maynard Cole, Marilyn Kay Cole and Marlin D. Bills or their duly authorized representative, or successors. In the event of death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color schemes, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to appear or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, or in the event no such suit to enjoin erection of such building or the making of such alteration has not been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval

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val, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage code violations. The approval or disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the committee or its designated representatives shall cease when a house has been constructed on each of the lots in this subdivision or on Jan. 1, 2012. Thereafter, the approval described in this covenant shall not be required unless prior to said date a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the committee for such period as may be specified in the instrument.

3. All lots shall be single family residential lots only. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, exclusive of basement. No residential dwelling with a ground floor area, exclusive of garage, pation porch or decks of less than 2,200 square feet shall be placed upon any lot, except that in case of split level houses, the ground floor shall not be less than 1,500 square feet, in which case, the balance of the residence shall not have less than 900 square feet in the upper story.

4. All exposed foundations shall be of brick, natural rock or stucco to conform with other exterior building materials of house. No concrete blocks, poured concrete or any other foundation will be exposed.

5. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and attached. Glass in garage doors shall be clear glass only and shall not be sectionalized by cross-hatching with aluminum, wood or other materials.

6. No pre-existing or off-site built residences may be moved onto any lot.

7. No outbuilding, retaining wall or any other permanent structure or improvement shall be built without prior written approval of the Architectural Committee.

8. Fences:

(A) No fencing shall extend beyond the front building line of any residence, unless prior written approval by Architectural Committee is granted.

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(B) If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner.

(C) Fences other than wood, brick or natural stone must be approved by the Architectural Committee. Chain link, barbed wire, mesh or other metal fencing shall not be permitted, unless approval in writing by the Architectural Committee.

9. Fences or other obstructions shall not impair the flow of storm or surface water across a lot.

10. Each lot shall be finish graded so that it will drain in an unobstructed manner and resist erosion onto adjacent lot(s).

11. Wood shingle roofs and roofs built with a roof covering of a heavy-duty architectural composition shingle with a minimum weight of 300 lb. per 100 square feet which simulates a weathered wood look in color shall be used in Sunrise Ridge.

12. A minimum of 35 percent exterior masonry coverage of vertical exterior walls (excluding windows and doors) shall be required (brick, natural rock or stucco). The Architectural Committee may approve upon written request an exception to this provision.

13. Outside electronic reception devices shall be confined to the back yard, and sufficient fencing to shield its view from adjacent lot owners shall be required.

14. If aluminum windows are used on any residence the frame of the windows shall not appear unfinished (no mill finish).

15. Boats, trailers, campers, inoperative vehicles and other larger vehicles or equipment shall not be stored on any lot for a period exceeding 24 hours if it is within view from the street or of adjacent lot owners.

16. No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot. Garbage and trash cans shall be concealed from view. Underground garbage and trash storing devices shall not be permitted.

17. All mailbox pedestals shall conform in design and placement to that specific plan approved by the Architectural Committee.

18. The minimum separation distance from adjacent structures shall be 20 feet. If an adjacent structure has not been built, the minimum side yard shall be 10 feet.

19. Residences shall have a roof pitch of at least 6/12 over 75 percent of the total roof area.

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20. Material for driveways and walkways may be brick, concrete or asphalt. No white chat walks or driveways will be permitted.

21. There shall be no access on the entire frontage of 131st Street except as defined in the approved plat.

22. TREES:

Lots may be cleared in the following manner:

- (A) Any tree that endangers the home or a swimming pool.
- (B) Any tree that is in the watershed of another tree
- (C) No more than 50 percent of trees not identified in items 2.1 (A) or 2.1 (B).

23. The restrictive covenants, together with other documents, incorporated by reference, shall be construed as a whole to the intent of the undersigned. The failure of the grantor or any successor in title to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishments of any right or remedy nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Sunrise Ridge and the overall appearance of Sunrise Ridge subdivision, the Architectural Committee shall be responsible appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable and the same shall be thereafter construed as if such phrase or provision were not herein contained or to otherwise give maximum effect for interpreting the covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision property rendered according to the By-Laws of the Sunrise Ridge Homeowners Association shall then become a fully enforceable part of these restrictive covenants.

24. The developers of Sunrise Ridge reserve the rights in their sole discretion and without joinder of any owner at any time so long as they are owners of any lot or portion thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instruments duly executed and acknowledged by them as the owners and filed in County Clerk's office in the courthouse of Tulsa County, Oklahoma, however any such proposed amendments or revisions of covenants or restrictions must first be submitted to Jenks Planning Commission and Jenks City Council for review and approval.

SECTION II

EASEMENTS, UTILITIES AND RESERVE:

1. In connection with the provision of water and sanitary sewer service, all of the lots are subject to the following provisions, to-wit:

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(A) The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade in excess of two feet (2') from the original contours or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement & areas.

(B) The City of Jenks or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities up to the point of individual lot connection, 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 and for their individual service lines.

(C) The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment 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 water and sewer facilities.

(D) Pavement or landscape repair within utility easements as a result of repairs to water mains and public sanitary sewer facilities due to breaks or failures, shall be borne by the owners of the lots.

(E) To preserve lake retention, an easement shall be on Lots 6, 7 and 8 of Block 3, Lots 4, 5, 6, 12, 13, 14, 15 and 16 of Block 5. This easement shall be the high water level as identified on the approved plat. Lake will have no earth, rocks, trees or fill of any kind placed on easement.

(F) The foregoing covenants concerning water and sewer facilities and lake retention shall be enforceable by the City of Jenks or its successor and the owner of each lot agrees to be bound hereby.

(G) Lot 8, Block 1 and Lot 11, Block 5, shall have a triangular easement for signage as identified on the approved plat.

2. Utility and Communication Service:

(A) Overhead pole lines for the supply of electric or communication service may be located along perimeter of the 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 as sources of supply at secondary voltages and communications, may also be located in said easement-ways.

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(B) Except to houses on lots specifically described which may be served from overhead electric and communication 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, gas or communication 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 to the service entrance on said house.

(C) The supplier of electric, gas or communication 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 deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, gas or communications facilities so installed by them.

(D) The owner of each lot shall be responsible for the protection of the underground electric, gas and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The companies will be responsible for ordinary maintenance of underground electric, gas or communication facilities, but the owner will pay for damage or relocation or such facilities caused or necessitated by acts of the owner or his agents or contractors.

(E) The foregoing covenants concerning underground electric, gas and communication facilities shall be enforceable by the supplier of electric, gas and communications service, and the owner of each lot agrees to be bound hereby.

3. General:

(A) Pavement or landscape repair within utility easements as a result of repairs to gas lines, electric and communication lines, due to breaks or failure shall be borne by the owners of the lots.

SECTION III

Minimum residence setbacks shall be:

Front - 35 feet

Garage - 25 feet (front entry)

Garage - 20 feet (side entry)

Side - a total of both sides of 20 feet minimum of which one side can be a minimum of 10 feet.

SECTION IV

PHASED DEVELOPMENT:

1. See conditions for issuance of building permits.

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2. This addition is to be built in four phases. The lots within each phase are as follows:

PHASE I Block 5, Lots 1-11

PHASE II Block 1, Lots 1-8

PHASE III Block 1, Lots 9-14; Block 3, Lots 11-13; Block 4, Lots 1-10; Block 5, Lots 12-16

PHASE IV Block 1, Lots 15-17; Block 2, Lots 1-4; Block 3, Lots 1-10

3. No building permits shall be issued by the City of Jenks for the construction of a structure on a lot within a particular phase of the addition, until all public improvements required of the developer have been completed and have secured the Jenk's City Engineer's approval and have been accepted by the Mayor and City Manager on behalf of the City of Jenks. Upon acceptance of the public improvements within a phase of the addition, through it's Mayor and City Manager, the City of Jenks shall issue an acceptance of improvements for the particular phase, which acceptance may be recorded in the Tulsa County Clerk's Office, and thereafter, building permits may be issued for lots within that particular phase of the addition.

E. Maynard Cole
Marilyn Kay Cole

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Subscribed and sworn to before me, a Notary Public on this 13 day of January, 1992.

(SEAL)
My Commission Expires: June 30, 1994

Sue Miller
Notary Public

ENGINEER'S STATEMENT

(per Jenks Design Criteria #1.1.5)

"I hereby certify that I am familiar with the adopted ordinances and regulations of the City of Jenks governing drainage, streets, detention, and flood plain; that these plans have been prepared under my direct supervision; the above and foregoing drainage plans comply with all governing ordinances and the adopted standards of the City of Jenks pertaining to drainage, detention, and earth change to the best of my knowledge, information, and belief."

(per Jenks Design Criteria #1.1.6)

"These plans comply with all governing ordinances and the adopted criteria of the City of Jenks pertaining to drainage, streets, detention, and earth change to the best of my knowledge, information and belief."

Marlin D. Bills, P.E.



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(SEAL)

OSBORNE ENGINEERING, INC.
By Marlin D. Bills
8-21-91

I, the undersigned Registered Professional Surveyor, hereby state 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 "Sunrise Ridge", an addition to Jenks, Tulsa County, Oklahoma, and that the above plat is a true representation of said survey.

(SEAL)
8/21/91

Peter D. Egan
Peter D. Egan LS#817

Before me appeared the following:

Marlin D. Bills	8-21-91
Peter D. Egan	8-21-91
Robert James Tillman	8-28-91
Vic Vreeland (Mayor)	10-21-91
E. Maynard Cole	1-13-92
Marilyn Kay Cole	1-13-92

(SEAL)

Comm. Expires: 3-27-95

Cheryl S. Powell
Notary Public

FINAL PLOT APPROVED BY CITY COUNCIL
Jenks, Okla. Date: 10-21-91

(NOTE BY ABTRACTER: The Covenants also filed
on Jan. 14, 1992 and recorded in Book 5374
at Page 1.)

ATTEST: Vic Vreeland
Cheryl S. Powell Mayor
City Clerk

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to allreal estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$47.50 per trust receipt No. 6437 to be applied to taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1992 taxes in full but is given in order that this plat may be filed of record. 1992 taxes could exceed the amount of the security deposit.

Dated Jan. 14, 1992.

JOHN F. CANTRELL
TULSA COUNTY TREASURER
By Judy Blickenderfer
Deputy

(SEAL)

