

#71101

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

Dated: July 17, 1996

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Plat No. 5139

SHANNONDALE SOUTH

an Addition to the City of Bixby, Oklahoma, being a part of the W/2 of the NE/4 of Section 31, T-18-N, R-14-E, Indian Base Meridian, Tulsa County, Oklahoma, containing 31.71 acres, more or less.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, SHANNONDALE SOUTH CORP., being the Owner of the real property hereinafter described has caused said property, to-wit:

An Addition to the City of Bixby, Oklahoma; being a part of the W/2 of the NE/4 of Section 31, T-18-N, R-14-E, Indian Base Meridian, Tulsa County, Oklahoma, being further described as follows:

BEGINNING at the Southwest corner of Lot Nine (9), Block Nine (9), SHANNONDALE, an Addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof; thence S 00°04'33" W a distance of 1050.03 feet; thence S 89°57'41" E a distance of 1286.01 feet; thence N 00°04'12" E a distance of 1077.04 feet; thence N 89°52'20" W a distance of 240.16 feet; thence S 00°04'33" W a distance of 29.83 feet; thence N 89°52'20" W a distance of 157.00 feet; thence N 00°04'33" E a distance of 36.00 feet; thence N 89°52'20" W a distance of 718.73 feet; thence S 00°04'33" W a distance of 35.05 feet; thence N 89°55'27" W a distance of 170.00 feet to the POINT OF BEGINNING.

to be surveyed, staked and platted into Lot and Block in conformity to the plan annexed hereto and have caused the same to be named and designated SHANNONDALE SOUTH, an Addition to the City of Bixby, Tulsa County, Oklahoma.

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AND, the undersigned Owner hereby dedicates for the public use the streets and easements as shown and designated on accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utilities including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including poles, wires, conduits, pipes, valves, meters and any other appurtenances hereto with the right of ingress and egress into and upon said easements for the uses and purposes aforesaid; Provided, however that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress into and upon said easements for such construction, maintenance, operating, laying and relaying over, across and along all strips of land included with the easement shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to other areas, and the Undersigned Owner hereby dedicates to the "Shannondale South Community Association" the area designated as Reserve "A", for the purpose of maintaining, operating, repairing and mowing the detention pond.

AND, the undersigned owner, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owner, their successors and assigns and the adjacent owners abutting the tract, their successors and assigns do hereby impose the following restrictions, limitations and reservation, which shall be binding upon all subsequent purchasers.

SECTION I - PUBLIC REQUIREMENTS

- A. Easements shown on the attached plat and designated as "drainage easement" shall remain clear at all times. No structure or fence may be placed on or across these easements.
- B. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through channels in the easements.
- C. The owner does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated on the accompanying plat as "Limits of No Access" (LNA) except as may be released, altered, or amended by the City of Bixby or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto.

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- D. Overhead pole lines for the supply of utility service may be located along the perimeter boundary of the property. 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 voltages, may also be located in said easement-ways.
- E. Except to houses on lots described in paragraph (D) above, which may be served from overhead utility service lines, underground services 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 said 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 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. The supplier of utility 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 utility facilities so installed by it.
- F. The owner of each lot shall be responsible for the protection of the underground utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said utility facilities. The company will be responsible for ordinary maintenance of underground utility facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of his agents or contractors.
- G. The foregoing covenants concerning underground utility facilities shall be enforceable by the supplier of utility service, and the owner of each lot agrees to be bound hereby.

SECTION II - PRIVATE REQUIREMENTS

A. Area: (1) Single Story Dwelling: Each dwelling shall have at least 1,100 square feet of finished heated living area. All living areas must be finished and heated prior to occupancy by a resident; provided the Architectural Committee may waive the finish and

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heating requirement in the particular instance. (2) Computation of Living Area: the computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. All living area must average at least 7 feet 6 inches in height, except that the height of second and upper story ceiling shall be 7 feet 6 inches for at least one-half of the required living area. That area with less than 5 feet clear head room shall not be included in computing living area. (3) Garage: All dwellings shall have a garage for at least two automobiles.

B. Building Material Requirements: On all residences using composition shingles for roof covering, such composition shingles must have a color of Tomko Brand of weathered wood. Roofs shall have a minimum pitch of 5/12. All residences must have at least 25% masonry on exterior walls, excluding gables, and all foundations are to be covered with masonry. Waiver: The Architectural committee may waive, in the particular instance, the building material requirements set out herein.

C. Frontage of Residence on Streets: Any dwelling erected on any of the lots herein shall front or present a good frontage on the streets, and for this purpose as applied to inside lots, it shall mean that the dwelling shall front the street adjoining and on any corner lot the dwelling shall front or present a good frontage on both streets adjoining.

D. Commercial Structures: No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to "SHANNONDALE SOUTH".

E. Outbuilding Prohibited: No outbuildings may be erected on any lots. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and appurtenant thereto. Provided the Architectural Committee may waive this restriction in the particular instance.

F. Livestock and Poultry Prohibited: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

G. Noxious Activity: No noxious or offensive trade shall be

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carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become on annoyance or nuisance to the neighborhood.

H. Existing Structure: No trailer, tent, shack, garage, barn or outbuilding shall be at any time used for human habitation, temporarily or permanently, nor shall any structure of a temporary nature be used for human habitation.

I. Fences: No fences, enclosures or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building set-back line applicable and effect as to each lot; provided however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape a front yard. All fences must be constructed of cedar wood or similar material as may be approved by the Architectural Committee, and shall not exceed 6 feet in height.

J. Vehicle Storage and Parking: No inoperative vehicle shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored within a front yard, or in front of the building line, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.

K. Antennas: No exterior radio or television tower, aerial, antenna or satellite dish shall be located upon any lot until the plans, specifications, and design thereof are approved by the Architectural Committee as provided by the terms of Subsection O of Section III hereof.

L. Construction and Promotional Activity: During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of construction, sales and promotion which might otherwise be prohibited.

M. Architectural Committee: No building shall be erected, placed or alter on any lot in this subdivision until the building plans and specifications, thereof, 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 G. DWIGHT CLAXTON and/or his duly authorized representative, representatives, or successors. In the event of the 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

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scheme, 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 approve or disapprove any such plans, specifications, color scheme, materials and plot plan submitted to it as herein required within ten days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alterations has 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 in its review of plans or determination of any waiver as hereinafter authorized may take into consideration of nature and character of the 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 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 or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, 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 of this subdivision or on April 1, 2016. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon 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.

N. Homeowners Association: An unincorporated homeowners association named "Shannondale South Community Association" (hereafter referred to as the "Association", with the principle office of the Association located at 4404 E. 111th St., Tulsa, Tulsa County, Oklahoma, will be responsible for the maintenance, operation and mowing of the detention pond situated in Reserve "A", Shannondale South

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Addition.

Invalidation of any of these covenants by judgement or Court Order shall, in no wise affect any of the other provisions, which shall remain in force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand at Tulsa, Oklahoma, this 17th day of July, 1966.

(CORPORATE SEAL)

SHANNONDALE SOUTH CORP.

ATTEST: M. Francell Claxton,
Secretary

BY: G. Dwight Claxton,
President

STATE OF OKLAHOMA)
) SS
COUNTY OF OSAGE)

The foregoing instrument was acknowledged before me this 17th day of July, 1966, by President of SHANNONDALE SOUTH CORP., an Oklahoma corporation on behalf of the corporation.

(SEAL)
My Commission Expires:
April 26, 1999

Angela A. Good Voice,
Notary Public

CERTIFICATE OF SURVEY

We, Spradling and Associates, Inc., an Oklahoma Corporation, at Tulsa, Oklahoma, do hereby certify that we have carefully and accurately surveyed, subdivided, staked, and platted the tract of land described above and that the above designated SHANNONDALE SOUTH, an Addition to the City of Bixby, Tulsa County, Oklahoma, is a true representation of said survey, dated at Tulsa, Tulsa County, Oklahoma, this 17 day of July, 1966.

Jack L. Spradling,
Professional Engineer Surveyor
(SEAL)

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of July, 1996, personally appeared JACK L. SPRADLING to me known to be the identical person who subscribed the name of Spradling & Associates, Inc., to the foregoing certificate as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such firm 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:
April 26, 1999

Angela A. Good Voice,
Notary Public

C E R T I F I C A T E

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$124.00 per trust receipt No. 10916 to be applied to 1996 taxes.

This certificate is NOT to be construed as payment of 1996 taxes in full but is given in order that this plat may be filed of record. 1996 taxes could exceed the amount of the security deposit.

DENNIS SEMLER
TULSA COUNTY TREASURER

BY: Rogena Perkins,
Deputy

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FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by
the City Council of the City of Bixby on -----.

BY: Joe Williams,
Mayor - Vice Mayor

This approval is void if the above signature is
not endorsed by the City Manager or City Clerk.

BY: Micky Webb,
City Manager - City Clerk