

#L64725

Plat # 2481

DATED: August 13, 1963

Filed: August 22, 1963 at 11:00AM

In the office of the County Clerk

Tulsa County, Oklahoma

DEED OF DEDICATION AND RESTRICTIVE  
COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Regency Park, Inc., a corporation, being the owner in fee simple of the real estate and premises hereinafter described, has caused the following described real estate property, situated in Tulsa County, State of Oklahoma, to-wit:

The E $\frac{1}{2}$  of the SW $\frac{1}{4}$  and a part of W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 25, T19N, R13E, of the I.B.M. Tulsa County, Oklahoma, being more particularly described as follows, to-wit:

Beginning at the SW corner of said E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 25, THENCE N. 89-55-25 E. along the Southerly line of said E $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 25, a distance of 1325.59 feet to the SW corner of said W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 25, THENCE continuing N. 89-55-25 E. along the Southerly line of said W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 25, to a point 60 feet E. of the SW corner thereof, THENCE N. 0-05-40 W. along a line parallel to and 60 feet E. of the Westerly line of said W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 25 a distance of 2641.08 feet to a point on the Northerly line 60 feet E. of the NW corner, thereof THENCE S. 89-57-41 W. along the Northerly line of said W $\frac{1}{2}$  SE $\frac{1}{4}$  a distance of 60 feet to the NE corner of said E $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 25, THENCE continuing S. 89-57-41 W. along the Northerly line of said E $\frac{1}{2}$  SW $\frac{1}{4}$  a distance of 1322.41 feet to the NW corner thereof, THENCE S. 0-04-08 E. along the Westerly line of said E $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 25, a distance of 2642.00 feet to the point of beginning, containing 83.868 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 named and designated "REGENCY PARK WEST", an Addition to the City of Tulsa, Tulsa County, Oklahoma, and do hereby dedicate all the streets shown upon said plat to public use.

The owner and proprietor being desirous of establishing a uniform system 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 are 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 remotely 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, to-wit:

1. All lots in said addition shall be used for single family residence, with the following exceptions; Lots 1 and 2, Block 6, school and recreational; and Lot 19, Block 1 to be used for church site.

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 900 sq. feet, and no two story dwelling shall have less than 700 sq. feet on the first floor elevation and less than 300 sq. feet on the second floor elevation. Split level construction to be considered one story dwellings. All dwellings shall have a minimum of a single car garage or car-port.

4. No building shall be located beyond the minimum front and side-street setbacks shown on the recorded plat. No building shall be located nearer than five (5) feet to any side lot line. Detached garages or other out-buildings located 80 feet or more from the front lot line may be located within three (3) feet of the side 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-lines 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 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 be at any time used as a residence, temporarily or permanently, nor shall a basement or any structure of temporary character be used as a residence.

7. No structure previously used shall hereafter be moved onto 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 6.5 feet. Fences or walls constructed nearer to any street than the minimum building set-back line shall be limited to 3 feet in height.

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 an annoyance or nuisance to the neighborhood; no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. 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, plot, plan, and grading plan 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 proposed to erect the same, and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the committee within (7) 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 N. D. Henshaw, Ridgely M. Bond and F. William Weber 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.

11. 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, operation, repairing, removing and replacing any and all public utility installations, including storm and sanitary sewers, drainageways, 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 right of ingress and egress in said easements for the uses and purposes aforesaid, together with singular rights, in each and all of the streets shown on said plat; provided that the under-signed owner hereby reserves the right to construct, maintain, operate, lay an 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 easement 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; provided, however, that REGENCY PARK HOMES ASSOCIATION, INCORPORATED, shall have the right to establish and maintain park and recreational facilities within sixty-foot easement dedicated off the east side of said addition and to use the same for recreational purposes not inconsistent with the paramount right of the public to use this said easement for drainage purposes.

12. The undersigned owner further dedicates all areas shown on the attached plat as "Commons" to the REGENCY PARK HOMES ASSOCIATION, INCORPORATED, a non-profit corporation formed for the following purpose: To establish and maintain suitable parks, parkways, drainageways, recreational and planting areas and purchase, build, erect and improve such recreational facilities as the corporation shall deem desirable or necessary upon the said commons. By the acceptance of title to the commons and in consideration thereof, the "Association" agrees that where easements are not dedicated to the Public within the commons it shall be the sole responsibility of the association to maintain and keep open sufficient drainageways.

13. For the purpose of providing for proper maintenance and improvement of the commons herein granted to REGENCY PARK HOMES ASSOCIATION, INCORPORATED, for the maintenance of park and recreation facilities within the sixty-foot easement dedicated to the public off the east side of the Addition, and for the mutual benefit of themselves and their successors in title to the subdivisions of the tract (herein referred to as lots), the undersigned does hereby give and grant to said REGENCY PARK HOMES



ASSOCIATION, INCORPORATED to levy and collect such annual charge as said corporation may deem necessary to carry out its purposes in the manner, with the powers and subject to the limitations imposed by the Articles of Incorporation and By-laws of said corporation and that said right to levy and collect such annual charge shall be binding upon the undersigned, their successors and assigns, and shall be a covenant running with the land.

14. 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.

(SEAL) ATTEST:

Ridgely M. Bond, Secretary

REGENCY PARK INC.

F. William Weber,

President

STATE OF OKLAHOMA  
COUNTY OF TULSA)SS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of August, 1963, personally appeared F. William Weber, to me known to be the identical person who executed the within and foregoing instruments as President, 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.

(SEAL) COM. EXP. 5/25/67

JAMES RILEY, 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 "REGENCY PARK WEST" an Addition, to the CITY OF TULSA, TULSA COUNTY, State of Oklahoma, and that the above plat is true and correct representation of said survey.

(SEAL)

WILLIAM B. BREISCH,  
Registered Professional Engineer

STATE OF OKLAHOMA  
COUNTY OF TULSA)SS

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this 13th day of August 1963, personally appeared William B. Breisch, to me known to be the identical person who executed the within 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.

(SEAL) COM. EXP. 12/19/66

DALLAS L. DICKINS, NOTARY PUBLIC

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on August 14, 1963.

CY DOTSON

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This approval is void if this plat is not filed in the office of the County Clerk on or before February 14, 1964.

Trust Deposit #137

CERTIFICATE

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 August 22, 1963.

JAMES A. PARKINSON  
County Treasurer of Tulsa  
County, Oklahoma

AMENDMENT

to

DEED OF DEDICATION and RESTRICTIVE COVENANTS

April 7, 1997

ITEM 12, LAST SENTENCE, Reads ... "By the acceptance of title to the commons and in consideration thereof, the "Association" agrees that where easements are not dedicated to the Public within the commons, it shall be the sole responsibility of the association to maintain and keep open sufficient drainageways." Amended to absolve the commons entrance on 49th Street for increased security and safety. Said amendment was approved unanimously.