Entry No.

#164725

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  $E_2^{\frac{1}{2}}$  of the  $SW_4^{\frac{1}{4}}$  of Section 25, THENCE N. 89-55-25 E. along the Southerly line of said  $E_2^{\frac{1}{2}}$  SW $_4^{\frac{1}{4}}$  Section 25, a distance of 1323.59 feet to the SW corner of said  $W_2^{\frac{1}{2}}$  of the SE $_4^{\frac{1}{4}}$  of Section 25, THENCE continuing N. 89-55-25 E. along the Southerly line of said  $W_2^{\frac{1}{2}}$  SE $_4^{\frac{1}{4}}$  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  $W_2^{\frac{1}{2}}$  SE $_4^{\frac{1}{4}}$  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  $W_2^{\frac{1}{2}}$  SE $_4^{\frac{1}{4}}$  a distance of 60 feet to the NE corner of said  $E_2^{\frac{1}{2}}$  SW $_4^{\frac{1}{4}}$  of Section 25, THENCE continuing S. 89-57-41 W. along the Northerly line of said  $E_2^{\frac{1}{2}}$  SW $_4^{\frac{1}{4}}$  a distance of 1322.41 feet to the NW corner thereof, THENCE S. 0-04-08 E. along the Westerly line of said  $E_2^{\frac{1}{2}}$  SW $_4^{\frac{1}{4}}$  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

-continued-

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:

- l. 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. (Trilevel 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 sidestreet 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 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 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 moxious 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 that 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 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 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 seven (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.

- Il. 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, wires, 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 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 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 the sixtyfoot 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 purposes: 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

#164725 -5-

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 recreational 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 sub-divisions of this tract (herein referred to as lots), the undersigned does hereby give and grant to said REGENCY PARK HOMES ASSOCIATION, INCORPORATED the right 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

-continued-

#164725 -6-

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 voluntaryact 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 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.

(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

-continued-

#164725 -7-

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 OF REGENCY PARK WEST



545

09

57

WHEREAS, the Deed of Dedication and Restrictive Covenants of Regency Park West, an Addition to the City of Tulsa, Tulsa County, Oklahoma, and plat thereof, dated August 13, 1963, filed for record in the Office of the County Clerk of Tulsa County, Oklahoma on August 22, 1963 provides that all lots in said addition should be used for single-family residence, with the exceptions of Lots 1 and 2, Block 6, and Lot 19, Block 1; and

WHEREAS, the undersigned are the owners of a majority of the lots in Regency Park West and desire to amend said covenants to provide for the use of certain lots for Church and related purposes.

NOW, THEREFORE, the undersigned owners do hereby amend Paragraph of 1 of said Deed of Dedication to read and state as follows:

- "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 Lots 15, 16, 17, 18 and 19, Block I, may be used for church and other church-related and accessory uses. In addition, Lot 15, Block 1, may be used for a preschool/kindergarten, subject to the following restrictions:
- (A) Lot 15, Block 1, may be used for a preschool/kindergarten run under the supervision of the Church located on Lot 19, Block 1. No parking and dropping off of children shall be permitted on the East 50th Street South or South 87th East Avenue sides of Lot 15. All parking and dropping off of children shall be on the Church property located on Lot 19, Block 1, and the entrance to the school shall be located on the South side of the school. Appropriate signs shall be posted on the church property directing traffic and prohibiting parking on East 50th Street and S. 87th E. Ave. for the purpose of dropping off children.
- (B) The preschool/kindergarten shall not be operated as a public daycare center where children may be dropped off without being enrolled in the school.
- (C) The exterior appearance of the residence on Lot 15, Block 1, if used for the preschool, shall be maintained as a single family residence.
- (D) The school hours shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Friday.
- (E) No more that 45 students may be enrolled in the preschool/kindergarten at any one
- (F) The title to Lot 15, Block 1, shall not be sold separate from the ownership of the Church located on Lot 19, Block 1. In the event Lot 15, Block 1, is sold separate from the ownership of the Church on Lot 19, Block 1, the preschool/kindergarten use shall terminate and the lot shall thereafter be used only as a single family residence in accordance with those covenants."

Churca of the Massace St, Therso, Or MINT Robert Park Short ESTAT S

57

· Shelf.	8-25
Lot 34 Block 2	
Block 2  Bysee a. Green Lot 9.3 Block 2	
Sugannedmith Lot / Block 4	
duther A Malist Lot 4 Block_/	
Lural Lei Daymon Lot 38 Block 5	
Lot 15 Block /	
De Pil Bock / Lot 16 Block /	
Daily Boly Lot 17 Block /	
Dill Boly Lot 18 Block /	
Dais Lot 19 Block 1	
Lot Block	

2547	STATE OF OKLAHOMA ) SS. COUNTY OF TULSA )
	The foregoing instrument was acknowledged before me this 23 day of aunut, 1995,
5760	Drace G. Bread
	Luther Malester
	Suse Bail Leyman
(5	1) Dr. Phellip Belegace for Rengary Parl Church
-	CONTROL ERK TULO
-	OK OWN
	TO STATE OF THE PARTY OF THE PA
	Daul Jak Brand God Out of Street
	Commission Expires: [Seal]  Notary Public 1780 de la 1897

9-2-95

	Maria Survace Lot 45	S Black 3
2548	Mary a Phores Lot 4 Phylis am Me Lourn Lot 5	Block 2
09	Phyllis aren Mc Lourn Lot 5	Block 5
. 57	Lot	Block
	Lot	
-	Lot	Block
-	Lot	Block
	Lot	
	Lot	Block
-	Lot	Block

2549	STATE OF OKLAHOMA ) ss. COUNTY OF TULSA )
2760	The foregoing instrument was acknowledged before me this A day of September, 1995,  by Marion & Surman
	Phyllis any Mc Gowan
	Phyllis any Mc Gowan
-	
_	42. 1.1.00 VS. 1.1.00
1000	Commission Expires: [Seal]  Notary Public 7 5 017810  August 2 1999

Block\_ Block Lot\_ Block\_ Block Block\_ Block Lot\_ Lot Block

Block

2551	STATE OF OKLAHOMA )  SS.  COUNTY OF TULSA )
2 09/5	the foregoing instrument was acknowledged before me this 12th day of February, 1995, by Polent L. Larsen
57	Herriet W. Larsen
	- Annie Q. Harrison
	Linde Due Beckham
	- Devil alle Stehn
	Ruth L. Harrison
	in the second se
-	w095
	Paulis A Joseph Company
	Oprice 15 1997

Block #3 · Mary Sur Droit Block 3 May e. Mail Lot\_ 33 Block 5 Lot\_'33 Block 5 mary me a lister mary a mc glistes Block 2 Horald Talgarbight Lot 37 A Horefy. Karelun S. Pari Block Z 5 Kathleen Dake Lot\_ 82 Shirly am Wilson Lot 54 Lot Block Block

200		
257	STATE OF OKLAHOMA )	
	COUNTY OF TULSA )	23
60	The foregoing instrument was acknowledged before me this day of, 1995,	~
57	by Sandra Lewis	
	Elizabeth Maker	٠
	Charles Blankenship	
	Vicki Gay Cachey	
	Juri Stratton	
	Marvin Mc Clellan	
	Glent Patricia Lewis	
	Betty Brown	
	Shelley Curtiss	
	Rita Dorough	
	THE SALE OF THE PARTY OF THE PA	
	Carette Cox	
THE STATE OF THE S	Notary Public MyFrhmissiba Expires: [Seal]	
*	O COLUMN CONTRACTOR OF THE COLUMN CONTRACTOR OF THE COLUMN	
	CASA CALLO TO THE CONTROL OF THE CASA CALLO THE CAS	

	Londadorenz	Lot	Block _
2585	Chris Lacons	Lot tole	Block 4
2760	Sharon Withron	(v) Lot	Block
57	Harold Ltoffen	Lot	Block
		Lot	Block
	1	Lot	Block
		Lot	Block
		Lot	_ Block
		Lot	Block
		Lot	Block
		Lot	Block
		Lot	Block
		Lot	Block
			Block
	T.	ot	Block

Lot\_

- 12	NAME	_LOT	·	BLOCK	
2586		8			
25	Sharon Lynn Fis	her			
	1			1	
5760	200		•	.:	·
بر س					
		•	300 (4 NO. 10 NO.		
		33			
		. Let			
		la			
	.,				
					-
				**************************************	-
				y +	
	•				•
		<u> </u>	* ** *		
					•
	4 4			<i>y</i> •	-

E Hela B Mª Milla	Lot <u>9/</u>	Block _2
258	Lot	Block
	Lot	Block

STATE OF OKLAHOMA ) COUNTY OF TULSA )	
The foregoing instrum	ment was acknowledged before me this
day of Ottober, 1995,	,
by Kinda Gerenog	
Chris Loreno	4. 1
Sharm Withran	)
Howel Withrew	)
Shain Lynn Fis	aher)
/ //	lattery
Kerry Karlen Fr	allery.
matter transfer	
Jack Brauery	
*	
wild Filest	
	100
Commission Expires: [Seal]	Whotary-Public O. D. S.
(	To Post
larie 15 1997	E L DES C

2590	STATE OF OKLAHOMA ) SS. COUNTY OF TULSA )
5760	the foregoing instrument was acknowledged before me this 26 day of Oct , 1995,  by Nilda McMillan Nelex Carl Carter  Carl Annewham Gard Shutte
	Carrie Company
	Gloria Magee
	Harold Magee
	Jaze Cooper
	Howay Dailon
	Bradley Warren
	Hayden Harrison
	Gean Jag
	Harold Pilant
	anette Cox
	My Commission Expires: [Seal]  7-7-99

	STATE OF OKLAHOMA )
9	) bb.
259	The foregoing instrument was acknowledged before me this
	day of October , 1995,
0	1 1 14 P+ 4 Block A.
5760	by Sandle Taye HUNDON, Bell Sweek
2	Willer South Int 25 Black 3.
	1
	Seduca Mess Let 25 Block 3
	A Comment of the comm
	Joseph to Securlew Lot 95 blk 2
	0 0 0 0
	Lois L. Scowden Lat 95 Blb, 2.
	1. (Hospand decased + BAB 11
	(Ideene tippins a dol 2 sek. T.
	//
	West Control of the C
d	ROLER
	10TATION THE BORGAL
17	PUBLIC Notary Public Notary Public Seal]
7	y tommistion Expires: [Seal]
	The SA COUNTY SE
	SA COMMING

Odilia feñas 18 to.1 Block 2 Block Z Block \_2 Block 2 Block . Block Block \_ Block Block

2594	STATE OF OKLAHOMA )
25	COUNTRY OF THISA
5760	The foregoing instrument was acknowledged before me this 27 day of Ott., 1995, by delia fra
	Brenda Snow
	Jacque Elleson
	Leslie Ellison
	Patricia Sears
	Lama Gillispie
	Steve Johnson
	Wandar Navold Collins
	Lany Furbeck
	Jag Regnolds
	Colo de Colo d
6	annette Cox
	Notary Public Notary Public Notary Public
, Kell	SA: COUNTY

Lot 333 Henry sahersly Lot 31 Block 2 Sewell & Darly Lot 29. Block 2. C: a. Franklin \_\_ Lot 23 \_\_ Block 3 Dirrie Jewell Cole Lot 29 Block 2 > Caroly Bished Lot 23 Block Zr Ruth Blackwood Lot 3/ Block 2 r Michello EPOTAL Lot : 27 Block 2 > Worker Lot 27 Block 2 = Sparon Sue Edger Lot 24 Block 2 Lane M. adars Lot 35 Block 2 Gail Wilson Lot 36 Block 2 Robert J. Waven Lot 2/ Block 4

ES ERES LOT 72 Thuy G. Kut Lot 69 Block 2 > Linda Carlan Lot 17 Donald Roberts Lot 20 Block 3 x

	169	STATE OF OKLAHOMA )
	25	) bb.
•	5760	the foregoing instrument was acknowledged before me this de day of, 1995,
	ഗ	Hans Looker Olen Nida Weeker Gerald Rust
	**	Jewell Darby Benneth Lewis Randall Pridger
		& a Granklin Carolyn Oakes Narry Burty
		Diccie Jewell Cale Matthew Collier
		Carolin Bishop Sinda McMestin (James Vanderblet
		Ruth Blackwood Melvin Cooper
		Thicklei Petter Bill Moon
		Sharon Sue Edgar Rick Balose
		gay adams Inda Carlan
		Quil Wilson Donald Robert
		OMPLET COX Notary Public
		myPUffihigsion Dipires: [Seal]
	1	COUNTRAL COU
		A. C.

	OP 200	_ Lot_31	Block 5
2598	Deminh - Gookin	Lot_35	Block <u> </u>
5760	Bately La Haggins	_ Lot_1D7	Block <u>2</u>
57	World Sta	Lot_105	Block _ <u>Z</u>
		Lot	Block
	<u> </u>	Lot	Block
	4.0	Lot	Block
		Lot	Block
	•	Lot	Block
		Lot :	Block
		Lot	Block

2599	STATE OF OKLAHOMA ) COUNTY OF TULSA )	
5760	The foregoing instrument was acknowledged before me this say of Oct 1995,  by Olfred Jeegarder  Connection Sooker	<u>30</u>
	Mark Crutchfield	
-		
A CANADA	OTA 2.1  OTA 2.1  Notary Public Protein Seal 3  Notary Public Protein Seal 3	

James V. Berry,	L Lot_ //	Block
	Lot	Block
	_ Lot	Block
	Lot	Block
	_ Lot	Block
A SERVICE CONTRACTOR	_ Lot	Block
	Lot	_ Block

ру	James	ω. υ.	7-31-95	
	wife	decessed	7-31-95	·

TOTAL STATE OF THE STATE OF THE

2 m 18

Plat # 2 481

AN ADDITION TO THE CITY OF TULSA, OKLAHOMA, LOCATED IN THE EZ OF THE SAVE AND A PART OF THE WIZ OF T

BREISCH ENGINEERING COMPANY Sand Springs, Okionomo

F. DOS SCALE IN FEET L

