

#425970

CERTIFICATE OF DEDICATION

Dated: October 17, 1985

Filed: November 8, 1985 at 12:54 PM

Plat No. 4618

P.U.D. #350
DARLINGTON SOUTH
an Addition to the City of Tulsa being a Subdivision
of a part of the E/2 of the NW/4 of
Section 22, T-18-N, R-13-E,
Tulsa County, Oklahoma

CERTIFICATE OF DEDICATION

OF

DARLINGTON SOUTH

KNOW ALL MEN BY THESE PRESENTS:

That, Mont Development Company, an Oklahoma corporation, is the owner in fee simple of the following described real property, situated in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

A tract of land in a part of the E/2 of the NW/4 of Section 22, T-18-N, R-13-E, of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of Section 22, T-18-N, R-13-E of the Indian Base and Meridian, Tulsa County, Oklahoma; thence Due East along the North line of said Section 22 a distance of 1,497.47 feet to a point on the North line of the E/2 of the NW/4 of said Section 22 and the Point of Beginning; thence continuing Due East along the North line of the said Section 22 a distance of 161.00 feet to a point; thence S-0°00'44"-E a distance of 810.00 feet to a point; thence Due East a distance of 983.00 feet to a point on the East line of the E/2 of the NW/4 of said Section 22; thence S-0°00'44"-E along the East line of the E/2 of the NW/4 of said Section 22 a distance of 1,830.94 feet to the

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#425970 -2-

Southeast corner of the E/2 of the NW/4 of said Section 22; thence Due West along the South line of the E/2 of the NW/4 of said Section 22 a distance of 1,144.00 feet to a point; thence N-0°00'44"-W a distance of 2,640.94 feet to the Point of Beginning; containing 2,225,010.91 square feet or 51.0792 acres more or less.

And that Mont Development Company, hereinafter referred to as the "Owner", has caused the above-described property to be surveyed, plat- ted and subdivided into lots and blocks in conformity with the accom- panying plat, and has designated the same as "DARLINGTON SOUTH", an Addition to the City of Tulsa, Tulsa County, State of Oklahoma.

Now, Therefore, the undersigned owners dedicate for public use of the streets as shown on said plat and do hereby guarantee clear title to all of the land that is so dedicated and hereby relinquish any and all right of vehicular ingress or egress from any portion of the property adjacent to East 91st Street South within the bounds designated as "Limits of No Access" as shown on the attached plat, which "Limits of No Access" or any part or portion thereof may be modified, amended, or revised with the approval of the City Engineer and the Planning Commis- sion of the City of Tulsa, Oklahoma.

Now, Therefore, the owner does further dedicate for public use the easements and the rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or re- placing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television 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 such easements and the rights-of-way for the uses and purposes aforesaid; provided, however, that the owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress over, across and along all of the utility easement areas shown on the plat for the purpose of furnishing services to the area included within the plat.

Further, the owner, for the purpose of providing an orderly development of the property above-described (hereinafter referred to as "Darlington South"), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned owner, its successors, grantees and assigns, and the City of Tulsa, Oklahoma, does hereby impose the following restrictions and covenants, which shall be enforceable by the owners of the lots within Darlington South.

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A. In connection with the provisions for water and sanitary sewer services, all of the lots in Darlington South are subject to the following covenants and restrictions, to-wit:

1. 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 within the easement areas in excess of three feet (3') from the original contours or any construction activity which may interfere with such public water mains and/or public sanitary sewer facilities.

2. The City of Tulsa, Oklahoma, or its successors, will be responsible for ordinary maintenance of public water mains and sanitary sewer facilities, but the owner of any lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

3. The City of Tulsa, Oklahoma, or its successors, through its proper agents and employees, shall at all times have the right of access with their equipment to all such easement ways shown on the plat, or provided for in this Certificate of Dedication, for the purpose of installing, maintaining, removing, or replacing all or any portion of such underground water and sewer facilities.

4. The foregoing covenants and restrictions concerning water and sewer facilities shall be enforceable by the City of Tulsa, Oklahoma, or its successors, and the owner shall be bound thereby.

5. The approval and filing of this plat does not guarantee that connection will be permitted to a Haikey Creek Wastewater Treatment Plant. The owner of each lot is responsible for obtaining from the Superintendent of Waterworks and Sewerage in Tulsa, a connection contract and/or connection permit, certifying to capacity. If capacity is not available, connection of the lot will not be permitted.

B. In connection with the provisions for underground electricity, gas, telephone and cable television services, all of the property in Darlington South is subject to the following covenants and restrictions, to-wit:

1. Overhead pole lines for the supply of electric services and cable TV may be located along the perimeter of the addition. Street light poles or standards may be served by underground cable, and elsewhere throughout Darlington South all service supply lines shall be located underground in the easement ways reserved for

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general utility services and in the streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in such easement ways.

2. Underground service lines and cables to structures which may be located in Darlington South may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located thereon; provided, that upon the installation of such a service line or cable to a particular structure, the supplier of such service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on such lot, covering a five-foot strip extending 2.5 feet on each side of such service line or cable, extending from the service pedestal or transformer to the entrance at such structure.

3. The owner of each lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with such service facilities. The various utility or service companies will be responsible for ordinary maintenance of their respective underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.

4. The suppliers of such services, through their proper agents and employees, shall at all times have the right of access to and upon all such easement-ways shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of such underground facilities so installed by them.

5. The foregoing covenants and restrictions concerning underground service facilities shall be enforceable by the respective suppliers of such services, and the owner shall be bound thereby.

C. Darlington South was processed as Planned Unit Development No. 350, pursuant to the provisions of Title 42, Tulsa Revised Ordinances, Chapter 11 (SS1100-1170, inclusive), approved by the Tulsa Metropolitan Area Planning Commission on February 1, 1984, and by the Board of Commissioners of the City of Tulsa on April 17, 1984. For the purpose of providing an orderly development of the land within Darlington South, in accordance with the provisions of the Planned Unit Development, No. 350, as approved, and for the purpose of insuring adequate restrictions for the mutual benefit of the owner of the above-described lands,

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*① effective for 30 yrs. ② Can be amended w/ 3/4 vote
③ extended auto. every 10 yrs.
④ 3/4 vote ~~for~~ ^{plurality approval}
to ~~terminating~~ ^{terminating} writing*

its successors, grantees and assigns, and of the City of Tulsa, Oklahoma, the owner does hereby impose the following restrictions and covenants which shall be enforceable by the owners of lots within Darlington South and the City of Tulsa, Oklahoma:

1. Detached single family residential dwelling units shall be the only uses permitted, providing that Reserves "A", "B", "C", "D", "E", "F" and "G" may be used for pedestrian ways and recreational purposes.

2. A maximum of 223 single family dwelling units shall be permitted within Darlington South.

3. The maximum height of any single family dwelling unit shall not exceed 35 feet or two stories.

4. The minimum building setbacks for dwelling units shall be as follows:

- | | |
|-------------------------|---------|
| (a) Front yard | 18 Feet |
| (b) One side yard | 5 Feet |
| (c) The other side yard | 5 Feet |
| (d) Rear yard | 17 Feet |

The minimum building setbacks for dwelling units established in this Section C.2 and as shown on the plat of "Darlington South" may be modified for a lot or lots by the Tulsa Metropolitan Area Planning Commission by the approval of a detailed site plan for the construction of a specific dwelling unit on such lot or lots.

5. A minimum of two off-street parking spaces shall be provided for each dwelling unit.

6. A minimum of 2,500 square feet of livability space as defined in the Tulsa Zoning Code, as the same existed on February 1, 1984, shall be provided for each single family dwelling unit.

7. Lots having rear or side lines abutting the planned open space, labeled on the attached plat as Reserves "A", "B", "C", "D" and "F", shall not be permitted to fence such yard at the property line, but must set the fence back a minimum of 15 feet from said property boundary.

D. For the purpose of insuring adequate restrictions for the

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development and use of lots within Darlington South and for the mutual benefit of the owner, its successors, grantees and assigns, the owner does hereby impose the following additional restrictions and covenants which shall be covenants running with the land and which shall be enforceable by the owners of the lots within Darlington South:

1. All lots shall be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any lot other than a single family residence which shall not exceed 35 feet and two stories in height.
2. No lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.
3. No building of any kind or character shall ever be moved onto any lot, it being the intent hereof that only new construction shall be placed or allowed on any lot.
4. Each single family dwelling unit shall have a floor area, excluding porches and garages, of not less than 1,300 square feet for a single story structure and not less than 1,600 square feet for a two story structure.
5. No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building on the front street side of the building.
6. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum front yard setback established herein and as shown on the plat of Darlington South and no fence or wall shall exceed 6 feet in height above ground level. 18
7. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.
8. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, either temporarily or permanently; provided, however, (i) owner reserves the exclusive right to erect, place and maintain such facilities in or upon any lot as in its sole discretion may be necessary or convenient with selling lots, selling or constructing units and constructing other improvements within Darlington South, such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet

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facilities, (ii) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on lots the use of a dog house, so long as the dog house is of reasonable size and is so placed on lots so as not to be visible from the front street side of the buildings.

9. No truck, camper, motor home, trailer or vehicle of any type (whether or not operable) or boat (whether powered, sail or otherwise) may be parked, kept or stored on any lot (except in a garage) or in any street for more than forty-eight (48) hours during any seventy-two (72) hour period.

10. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any lot or unit except one sign of not more than ten (10) square feet in surface area advertising the particular owner's property on which the sign is situated for sale or rent. The right is reserved to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of residential property.

11. Each lot owner shall abide by all the rules, regulations and ordinances duly enacted by the City of Tulsa including all such ordinances as they relate to storage and disposal of garbage, rubbish, trash or refuse which ordinances, as and when enacted are incorporated herein by reference. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids as otherwise required by the City. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever which are visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

12. No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the roadways.

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13. No exterior radio or television aerial wires or antennae shall be permitted.

14. No person owning any lot shall keep domestic animals of a kind ordinarily used for commercial purposes on his lot, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intent hereof to restrict the use of lots so that no person shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, snakes, turkeys, skunks or any other animals that may interfere with the peace, quiet, health or safety of the community.

15. No person shall be permitted to burn anything on any lot outside the main residential building. In the event that any unit has burned and is thereafter abandoned for at least thirty (30) days, owner shall have the right (but no obligation whatsoever), after ten (10) days written notice to the record owner of the residence, to cause the burned and abandoned unit to be removed and the remains cleared, the expense of such removal and clearing to be charged to and by paid by the record owner. In the event of such removal and clearing by owner, owner shall not be liable in trespass or for damages, expenses, costs or otherwise to the record owner for such removal and clearing.

F. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the undersigned owner, its successors, grantees and assigns, by the owner of any lot within Darlington South and by the beneficiaries of the covenants set forth in Sections A and B hereof with the respect to such covenants only, by the City of Tulsa, Oklahoma, with respect to the covenants set forth in Section C for a term or period of thirty (30) years from this date, and such restrictions shall be automatically extended thereafter for successive periods of ten (10) years each, unless the owners of three-fourths (3/4) of the lots within Darlington South, with the approval of the City of Tulsa, Oklahoma, or its then successor with respect to the covenants in Section C hereof agree in writing to terminate such covenants in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a written agreement of the owners of three-fourths (3/4) of the lots within Darlington South, upon the approval of the Tulsa Metropolitan Area Planning Commission and the City of Tulsa, Oklahoma, or their then respective successors with respect to the covenants in Section C hereof.

G. In the event the undersigned owner or any of its successors, grantees, lessees or assigns, or any persons claiming under them,

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shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot within Darlington South, the beneficiaries of the covenants as set forth in Section A and B hereof with respect to such covenants only, or the City of Tulsa, Oklahoma, or its then successor, with respect to the covenants set forth in Section C hereof shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants and restrictions, to prevent such violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of the remaining covenants and restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the undersigned owner or

E. Property Owners Association

1. Formation of Owners Association: The owners have formed or shall cause to be formed the "Darlington South Property Owners Association, Inc." (hereinafter referred to as the Association), a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas (Reserve "A" thru "H") and for enhancing the value, desirability and attractiveness of "Darlington South".

2. Membership: Every person or entity who is a record owner of the fee interest of a lot or portion thereof, shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot or portion thereof. The acceptance of a deed to a lot shall constitute acceptance of the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

3. Covenant for Assessments: The owners, and each subsequent owner, of a lot or portion thereof, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors. Annual assessment rates shall be established each year by the assent of 75% of the lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

Any successor(s) in title to the lots within Darlington South to enforce

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#425970 -10-

any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

In Witness Whereof, the owner has executed this Deed of Dedication on the 17th day of October, 1985.

(CORPORATE SEAL)

MONT DEVELOPMENT COMPANY,
an Oklahoma corporation

ATTEST: M. L. Berman,
Secretary

BY: I. N. Berman,
President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of October, 1985, personally appeared I. N. Berman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Mont Development Company and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Mont Development Company for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

Pamela D. Swartz,
Notary Public

My commission expires: March 15, 1988

CERTIFICATE OF SURVEY

We, Tulsa Engineering & Planning Associates, Inc., of Tulsa, Oklahoma, hereby certify that we have at the instance of the owner designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 17th day of October, 1985.

TULSA ENGINEERING & PLANNING
ASSOCIATES, INC.

BY: Paul E. Gunerson
Registered Land Surveyor (SEAL)

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STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of October, 1985, personally appeared Paul E. Gunderson, 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 and as the free and voluntary act and deed of Tulsa Engineering & Planning Associates, Inc., for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

Pamela D. Swartz,
Notary Public

My commission expires: March 15, 1988

C E R T I F I C A T E

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real 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 \$555.00 per tax receipt no. -- to be applied to 1985 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1985 taxes in full but is given in order that this plat may be filed of record. 1985 taxes could exceed the amount of the security deposit.

Dated November 6, 1985.

JOHN F. CANTRELL
TULSA COUNTY TREASURER

BY: Judy Blickensderfer,
Deputy

#425970 -12-

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on October 16, 1985.

Robert Gardner,
Deputy Director, THAPC/INCOG

This approval is void if this plat is not filed in the office of the County Clerk on or before October 16, 1986.

Wm. D. VonDrehle,
City Engineer

APPROVED October 25, 1985, by the Board
of Commissioners of the City of Tulsa,
Oklahoma.

Terry Young
Mayor

F. F. Campbell
Attest: City Auditor

Steven Vincent
Approved: City Attorney

PLAT HERETO ATTACHED.