

f N/2 of Oklahoma.

COMMENCING at the Northwest corner of soid Section 1, theree N 895500° E along the North line of soid Section 1 a distance of 108820 feet to a point or ment when the North line of 300 North College of 13920 feet on a control of soid section 1 a distance of 108820 feet to a point or care from the North line of Oth North Road 5117535° W for a distance of 0.00 feet theree continuing doing soid Morth food sight-of-way in Soud 51187536° W for a distance of 0.00 feet heree continuing doing soid distance of 807505° W a distance of 807505° feet to a point of care; flower point of care; flower continuing doing soid dispit-of-way 5017128° E and statute of 259530° feet to a point of care; flower along a curve to the right horing a roadie of 259530° feet on a certain angle of 137129° for an ordical ordical of 137120° for an ordical ordica

EASEMENTS

protection of alteration of wer facilities.

(B) The City of public sanitary s by acts of the c e responsible for damage ਰ ਫੁ

as a i proper shown acing ar No lot owner e drainage of s the d f repairs to lots. This d employees shall at all times have the right at, or provided for in this Deed of Dedication of said underground water and sewer facilities.

airs to water mains and public sanitary sewer this water mains and public sanitary sewer this water manhy to renairs of urface waters from lots and drainage shall construct or permit to be storm and surface waters over and

to remain which shall be permitted authority with aforce this covenant

(G) DETENTION AREAS MANITAINED BY LOT OWNERS OF ENTIRE ADDITION —The areas designated on the accompanying plat as "Reserve Areas A,B,D,E & F" are hereby established by grant of the Owner/Developer as a perpetual easement for the common use and benefit of the various lots within the subdivision for the purpose of constructing and maintaining storm water detention and drainage facilities in accordance with standards prescribed by the City of Sand Springs and in accordance with plans and specifications approved by the City Engineer of the City of Sand Springs. No fence, wall, planting, building, or other obstruction may be placed or maintained in said detention area without approval of the City Engineer of the City of Sand Springs, and there shall be no alteration of the grades or contours in said detention area or drainage channel without the approval of said City Engineer. It shall be the duty of the Shadow Creek Homeowners' Association, Inc. to maintain said detention areas and drainage facilities at their cost in accordance with standards prescribed by the City of Sand Springs. In the event said lot owners should fail to adequately and properly maintain said detention areas and facilities, the City of Sand Springs may enter upon said area, perform said maintenance, and the cost of performing said maintenance said cost shall be a lien against all lots in the subdivision for which proportionate payment has not been made which may be foreclosed by the City of Sand Springs. Said easement or any part thereof may be terminated, released, and canceled upon resolution being adopted by the Sand Springs City Council providing such.

r established by grant of us lots within the and. It shall be the duty o

of Sand

(A) Overhead lines for the supply of electric and con said addition. Street light poles or standards will be all supply lines shall be located underground in the an on the attached plat. Service pedestals and transfor located in said easement—ways. (Acreage lots shall the point of usage determined by the location and communication service shall thereafter be deemed to easement on said lot, covering a five—foot strip extermined to access to all such easement—ways shown on purpose of installing, maintaining, removing or replacifacilities so installed by it.

(D) The owner of each lot shall be responsible for the located on his property, and shall prevent the afterath said electric or communication facilities. The company electric facilities and the owner will pay for damage of the owner or his agents or contractors. l at all dication commu times have for the unication

of the or any ponsible to of such c or communication faci y which may interfere w mance of underground or necessitated by acts

(E) The foregoing covenants consupplier of electric service and t3. Limits of No Access: o g

The undersigned Owner hereby relinquishes right of to the Old North Road within the bounds designated which "Limits of No Access" may be amended or reas otherwise provided by the statutes and laws of the shall be enforceable by the City of Sand Springs of 4. Mutual Access Easement and Utility Easement:

7, ္မထ

(A) This ne 25-foot wide to 40-fory access to serve each is utilities (re: service lines

hard surfaced mutual rement, and shall be joint to make determined by a make deciding vote shall to on each lot owner, as be of two

(D) No fences

43

(E) The rights along with the right the owners of the above describe owners of the above describe.

5. Reserve Access Easement:
(A) This easement applies only (B) The Reserve Access Easement Reserve Area's D, E and F.

6. Sanitary Sewer Provisions
(A) Lots 1 thru 5, inclusive, B Block 1 and Lots 4 thru 26, inconnection situated on each loshall pump into the system. Block 2, inclusive lot. Any 33 3

by a station

(B) Lots 6 thru 11, inclusive, Block 2 and Lot shall connect to the Sanitary Sewer system by a of a environment one, E/one grinder pump static ^7. Private Utility Easements (P/U):

The private utility easements as shown on the of necessary appurtenances to lots 7, 8, 18, 22 the owners of lots 7, 8, 18, 22, 23, 45, 47 and as set forth in section 1.1 of this document.

SECTION II. DEVELOPMENT AND CONSTRUCTION हें हैं हैं

(B) Lot owners in Tulsa County Courl (1) vote per lot. ∃; **⊙** SHADOW that is 옥 오

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and shall and Fred mutual

which plot plan shows the location and ittee, or their duly authorized successors. plans, specifications, materials and plot plans, specifications, materials and plot plans, specifications, materials and plot plans, such approval shall not be its proposed building or structure, the ite upon which it is proposed to be committee shall not constitute warranty or g plans shall not constitute warranty or g or drainage or Code violations. The deemed a waiver of any restriction, unless r. Nothing herein contained shall any n maintaining any legal action relating to intain. The powers and duties of the constructed on each of the lots in this s covenant shall not be required unless the then record owners of a majority of resentatives who shall thereafter exercise may be specified in the instrument. eet of living

(2) ige shall be

(75%)

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Is sight lines at elevations two (within the triangular area former in the intersection of the street I et property lines extended. The of a street property line with the formula of the intersection provided the the roadways
et property lines
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driveway.
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ed on any lot for bage and trash

the followirs (6")
sll mean
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Il be construed as a by and each instrument avalidity of any phrase, void, unenforceable, and ontained, or to otherwise ssor in title, to enforce deemed to be a waiver covenants. In matters SHADOW CREEK subdivisic standard to be used in

SECTION III. ENFORCEMENT, DURATION, AND SEVERABILITY

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

Section I and II of these covenants shall remain in full force and effect until December 17, 2018 and continued hereafter for successive periods of ten (10) years each, unless terminated or amended by consent of a majority of lot whners (one vote per lot) and the Developer (two votes per lot of lots owned), with the approval of the applicable utility companies and consent of the Sand Springs Planning Commission and Sand Springs City Council or their successors, or is otherwise provided by law.

Invalidation of any restriction set forth herein, or any part thereof, by an order judgment, or decree of any court, therwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall Imain in full force and effect.

Secretary has caused of OCTOBER

STATE OF

COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, of 1940 2014 2001, personally appeared Toby Powell, to me known to be the isame as the maker thereof to the foregoing instrument as its President and acknown as his free and voluntary act and deed, for the uses and purposes set forth

¥ Cor Given under my hand and seal of office the day and year by Commission Expires: May + b + 3002Puchal Jandon

STATE OF OKLAHOMA)
) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this day of CHOLL, 2001, personally appeared LAURA E, POWELL to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth therein.

Nay 10 1000

Motory Public and and Maria

I, Larry W. Baker, a registered Land Surveyor in the and correct representation of the real estate and pre of Oklahoma. \mathcal{K}_{l} ahoma, do hereby certify that the above plat is a true ated as "SHADOW CREEK", located in Tulsa County, State

LARRY WAYNE LS. 1239 LARRY WAYNE BAKER L.S. 1239 SAITTY W. Baker

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA) Before me, the undersigned, a Notary Public in and for said County and State, on this day on the county of the county appeared Larry W. Baker, to me known to be the identical person his name as the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth therein.

Given under my hand and and account of the county of the county and soult of the county o

my ho case 191 how seal of office day and year Rachael Jandon Notary Public



BAKER ENGINEERING & SURVEYING INC.
1211 E. 7TH STREET
SAND SPRINGS, OK 74063
PHONE: (918) 245-9966
C.A. NO. 4004 EXP. DATE 6/30/2003

SHADOW CREEK
FINAL PLAT
CITY OF SAND SPRINGS AUGUST 13, 2001