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Entry No.

#215690

Plat No. 2647

Dated: August 10, 1965

Filed: August 10, 1965 at 2:22 PM

In the Office of the County Clerk  
Tulsa County, Oklahoma

CERTIFICATE OF DEDICATION FOR  
BRIDLE TRAIL ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That H. A. Tucker and Mary L. Tucker, husband and wife, are the owners of the following described real estate, situated in the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of Section 26, T-18-N, R-13-E of the Indian Base and Meridian, Tulsa County, Oklahoma, more particularly described as follows, to-wit:

Beginning at a point 1320.03 ft. West of the Northeast corner of Section 26, T-18-N, R-13-E of the Indian Base and Meridian, Tulsa County, Oklahoma, said point being the Northeast corner of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of said Section 26; thence S  $0^{\circ} 10' 21''$  W a distance of 2640.38 ft. to a point; thence S  $89^{\circ} 59' 06''$  W a distance of 1319.80 ft. to a point, said point being the Southwest corner of the  $NE\frac{1}{4}$  of said Sec. 26; thence N  $0^{\circ} 10' 03''$  E a distance of 2640.87 ft. to a point, said point being the Northwest corner of the  $NE\frac{1}{4}$  of said Sec. 26; thence East a distance of 1320.03 ft. to the point of beginning and containing 80.014 acres, more or less, and

have caused the above described property to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and have designated the same as "BRIDLE TRAIL ESTATES", an Addition in Tulsa County, State of Oklahoma.

The undersigned owners do hereby dedicate for public use all streets and public places shown on the accompanying plat, and do further dedicate for public use forever the easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including poles wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED, HOWEVER, that the undersigned owners hereby reserve the right to construct, maintain,

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operates, lay and relay water 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 shown on said plat, and over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other areas. The undersigned owners hereby relinquish any and all rights of vehicular ingress and egress from any property line adjacent to East 101st Street South within the boundaries designated as "Limits of No Access" as shown on the attached plat. This provision can be relaxed, changed, or altered by the Tulsa Metropolitan Area Planning Commission or its successors.

For the purpose of providing an orderly development of the tract, and for the further purpose of ensuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owners, their successors, or assigns, entitled to said lots or any of them, do hereby impose the following restrictions and reservations which shall be binding upon; all lot purchasers, owners, their successors or assigns.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereby, or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the parties or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A. All lots in the Addition shall be known and described as residential lots.
- B. All dwellings constructed in the Addition shall be single family dwellings containing a minimum of 1,200 square feet of floor space, exclusive of open porches and garages. The exterior of all dwellings constructed in the Addition shall be a minimum of 50% masonry construction.
- C. No building, residence, or parts thereof, except open porches and terraces, shall be constructed and maintained on any of said residential lots nearer to the front or side lot lines than the building lines established and shown on the recorded plat of said Addition. By the term "open porches" is meant a porch that

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- is not enclosed on the front and sides so as to obstruct the view from the side of said porch.
- D. No business or trade shall be conducted on any lots, nor shall any noxious activity be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood.
- E. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this Addition shall at any time be used as residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.
- F. No privies will be permitted on any lot in this Addition. Septic tanks and/or other sewage disposal systems must be constructed and maintained in accordance with the latest standards and specifications of the Oklahoma State Department of Health and the Tulsa City-County Health Department. All water wells on the lots in this subdivision shall be minimum distance of fifty (50) feet from septic tanks and lateral lines, in accordance with Health Department requirements.
- G. No building, fence, wall or structure shall be erected or constructed on any lot unless and until the plans, specifications, plot plat and external design have first been approved in writing by at least one of the undersigned owners, or by their nominee (or nominees) designated by the undersigned owners. If such proposed construction is not disapproved within 10 days of the submission thereof, such shall be deemed to have been approved.
- H. The "Bridle Trail and Utility Easement" shown on the attached plat is for the installation and maintenance of utilities and for the use and enjoyment of the property owners in the Addition and their guests, and not for the use of the general public. This easement is not to be fenced off by any property owner in the subdivision.

WITNESS our hands this 10 day of August, 1965 at Tulsa, Tulsa County, Oklahoma.

H. A. Tucker  
Mary L. Tucker

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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 10 day of August, 1965, personally appeared H. A. Tucker and Mary L. Tucker, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)  
COM. EXP. 4-3-66

J. Ward Murdock, Notary Public

CERTIFICATE OF SURVEY

I, Raymond W. Clark, a Registered Professional Engineer of the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets, the real estate and premises dedicated as "BRIDLE TRAIL ESTATES", an Addition in Tulsa County State of Oklahoma, and that the above plat is a true representation of said survey showing the length, width and depth of all lots and blocks, and the names, width, boundaries and extensions of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Tulsa, Oklahoma this 24th day of May, 1965.

(SEAL)  
HAMMOND ENGINEERING COMPANY  
By Raymond W. Clark,  
Registered Professional Engineer

STATE OF OKLAHOMA, COUNTY OF TULSA, SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May, 1965, personally appeared Raymond W. Clark 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 HAMMOND ENGINEERING COMPANY, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL)  
COM. EXP. 3-2-68

Adrian Smith, Jr., Notary Public

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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 1965 taxes not as yet certified to me.

Dated August 10, 1965.

James A. Parkinson  
County Treasurer of  
Tulsa County, Oklahoma.

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on May 19, 1965.

Gy Dotson, Secretary

This approval is void if this plat is not filed in the office of the County Clerk on or before November 30, 1965.

G. O. Straughon, County Eng.