

jp

145

#23562

## DEED OF DEDICATION

Dated: October 25, 1972

Filed: October 27, 1972 at 2:07 PM

PLAT #3340

## FOREST OAKS

A Subdivision of the NW/4 of the NE/4 of  
Section 28, T-18-N, R-13-E, in the City of Tulsa,  
County of Tulsa, State of Oklahoma.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That KINDRICK DEVELOPMENT COMPANY, an Oklahoma Corporation, is the owner of the following described property, as follows, to-wit:

## PROPERTY DESCRIPTION:

The Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 28, Township 18 North, Range 13 East of the Indian Base and Meridian in the City of Tulsa, County of Tulsa, State of Oklahoma, according to the United States Government Survey thereof, containing 40.042 Acres more or less.

WHEREAS, the said owner has caused the above described proeprty, to be surveyed, platted and staked in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as "FOREST OAKS, an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma.

AND, the undersigned owner hereby dedicates for the public use the easements 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 such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to said casements for the uses and purposes afore-said; PROVIDED, HOWEVER, that the undersigned owner hereby reserves

JP

146

#235862 -2-

the right to construct, maintain, operate, 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 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.

AND, the undersigned owner does hereby dedicate for public use the streets as shown on said plat, and does hereby guarantee the title to all of the land covered by said streets, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owner, its successors and assigns, and the adjacent owners abutting the tract, their successors and assigns, does hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

#### PROTECTIVE COVENANTS AND RESTRICTIONS

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, and all residences must have a private garage for not less than two cars attached to the residence. Carports in addition to a two car garage will be permitted only if placed where they will not be between the residence and any street adjoining the property.
2. No white chat walks or driveways will be permitted. Materials may be brick, concrete or asphalt. River gravel may be used for walkways when compatible to design of residence.
3. Duplication of plans will be permitted only where there is at least four lots between locations for such duplications. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two lots are between the locations.
4. No building or part thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front property line than the building lines shown on the recorded plat of said addition, and no residence shall be built nearer than Eight (8) feet to any side lot line on one side and Twelve (12)

-continued-

#235662 -3-

feet on the other side, thus requiring a combined total of at least Twenty (20) feet between the residence and both side lot lines.

5. No residence previously used shall be moved on to any lot in this residential development.
6. All single story residences shall have a minimum of 2,000 square feet of living area. For a two story or one and one half story residence, a minimum of 1,400 square feet shall be required on the ground floor with a minimum of 2,400 square feet on both floors.
7. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation will be exposed.
8. The exterior of all structures erected on any lot shall be constructed of a minimum of 25% masonry, measurements for computing the 25% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of a two story or one and one half story residences.
9. Roofs: No composition shingles will be permitted on any structure erected on any lot. However certain now existing and future types of synthetic or natural roofing materials may be used upon the written approval of the Developer or his duly authorized representative. Other roofing materials shall be restricted to:
  - a. Cedar Shingles
  - b. Slate
  - c. Built-up roof, tar and gravel will be permitted on contemporary style residence.Any other roofing materials recommended to be used must be approved by the Developer prior to start of construction.
10.
  - a. All fences must be of ornamental design. No fences consisting of wire and metal posts only will be allowed.
  - b. No fences more than Five (5) feet in height will be permitted on any lot. (Except for privacy screening adjacent to patios which may be Six (6) feet in height.)
  - c. Ornamental fences only, not exceeding Three (3) feet in height, compatible to the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building line shown on plat.

JP

148

#235862 -4-

11. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.
12. 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.
13. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
14. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.
15. 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 any structure of a temporary character be used as a residence. This covenant shall not be construed to prohibit the erection and maintenance of servant's quarters to be occupied by regularly employed domestic servants of the owner of any part of the platted lands: provided that the rental of any servant's quarters or quarters described as "garage apartments" to persons other than domestic servants of the owners of the platted lands is hereby prohibited.
16. These covenants shall run with the land and shall be binding upon the undersigned owner and on all persons claiming under the owner until January 1, 1996, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, either before or after 1996, the then owners of the 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 the lots in said Addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.

-continued-

#235862 -5-

17. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants, conditions and restrictions stated herein, it shall be lawful for any person or persons owning any of the real estate above described to prosecute any proceedings at law or in equity against the person or persons violating the same, and either to prevent him or them from so doing or to recover damages therefor.
18. Overhead pole lines for the supply of electric may be located along the West and North side of the Addition, street light poles as standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers as sources of supply as secondary voltages, may also be located in said easement-ways.
19. Except to houses on lots described in paragraph 18 above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot: provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
20. The supplier of electric service, through its proper agents and employees shall at all times have right to access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
21. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant shall be paid for by the owner of the lot.

jp

150

#235042 -6-

22. The covenants 18 through 22 shall be enforceable to the supplier of electric service, and the owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF, said KINDRICK DEVELOPMENT CO., an Oklahoma Corporation has caused these presents to be executed and its corporate seal to be hereunto affixed by its corporate officers hereunto duly authorized this 25th day of October, 1972, at Tulsa, Oklahoma.

(CORPORATE SEAL)  
 ATTEST: Paul Harber  
 Secretary

KINDRICK DEVELOPMENT COMPANY, INC.  
 BY: Ron W. Kindrick  
 President

ACKNOWLEDGED: On October 25, 1972 by Ron W. Kindrick, President, before Dianna D. Henry, Notary Public, Tulsa County, State of Oklahoma.  
 (SEAL) commission expires September 12, 1974.

CERTIFICATE OF SURVEY

We, K. N. COS & ASSOCIATES, ENGINEERS 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 24th day of October, 1972.

(SEAL)

K. N. COX & ASSOCIATES, ENGINEERS  
 BY: K. N. Cox  
 Registered Land Surveyor

ACKNOWLEDGED: On October 24, 1972 by K. N. Cox, Registered Land Surveyor, before Dianna D. Henry, Notary Public, Tulsa County, State of Oklahoma.  
 (SEAL) commission expires September 12, 1974.

-continued-

JP

151

#235862 -7-

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 1972 taxes not as yet certified to me.

Dated: October 27, 1972

John F. Cantrell  
County Treasurer of  
Tulsa County, Oklahoma.

Tr. Dep. #1005

FINAL PLATCERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on April 19, 1972.

Theresa P. Coats  
Vice Chairman-Secretary

This approval void if this plat is not filed in the office of the County Clerk on or before October 31, 1972.

Wm. D. Von Drehle for  
Paul W. Gulley,  
County or City Engineer

BLOCK 1	Lots 1 thru 9 inclusive
BLOCK 2	Lots 1 thru 11 inclusive
BLOCK 3	Lots 1 thru 15 inclusive
BLOCK 4	Lots 1 thru 24 inclusive
BLOCK 5	Lots 1 thru 9 inclusive
BLOCK 6	Lots 1 thru 3 inclusive

5654 2669

Amendment of the Protective Covenants and Restrictions of Forest Oaks Addition

Pursuant to any mention of KINDRICK DEVELOPMENT COMPANY, INC. or Mr. Ron Kindrick or his present or former associates as they pertain to the Protective Covenants and Restrictions in the Certificate of Dedication of Forest Oaks, a subdivision containing 40.042 acres more or less of the NW/4 of the NE/4 of Section 28, T-18-N and R-13-E of the Indian Base and Meridian, in the City of Tulsa, County of Tulsa, State of Oklahoma, dated October 25, 1972 and filed October 27, 1972, a majority of the lot owners, evidenced by their execution hereof, hereby amend and supplement the Protective Covenants and Restrictions to Forest Oaks Addition by the inclusion of the following paragraphs as a preface to the Protective Covenants and Restrictions.

WHEREAS, all property lots contained in Forest Oaks that were available for original purchase, as shown on Plat 3340, have been sold and built upon. There are no vacant lots available for construction in Forest Oaks; therefore no possibility for further development in said Addition exists. KINDRICK DEVELOPMENT CO., INC. is hereby released from its position as OWNER and DEVELOPER of any properties contained in the abovedescribed Addition. Mr. Ron Kindrick, former President of KINDRICK DEVELOPMENT CO., INC., his corporate officers, associates or agents and any companies or corporations seeming to be relevant to Forest Oaks Addition is further prohibited from having any legal rights whatsoever in dealing with the lots or structures belonging to the present and future property owners of Forest Oaks.

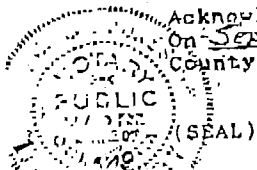
AND, streets and easements dedicated for public use in this tract as shown and designated on Plat 3340 remain unchanged.

AND, KINDRICK, et al, may in no way change, amend or vacate any part or all of any of the Protective Covenants and Restrictions of Forest Oaks Addition.

AND, the Protective Covenants and Restrictions of Forest Oaks, as legally amended, continue to protect and mutually benefit all property owners in Forest Oaks and the adjacent owners abutting the Forest Oaks tract.

Approved effective this 6 day of Sept., 1994.

Acknowledged: On Sept. 6, 1994 before Ann M. Jones, Notary Public, Tulsa County, State of Oklahoma.



Ann M. Jones  
Commission expires September 4, 1998

TULSA COUNTY CLERK - JOAN HASTINGS  
DOC # 94096057 FEE 8.00  
RCPT 51836 PGS 1  
09/07/94 09:58:35  
B/P 5654/2889-2669

3340

Ann M. Jones  
4224 E. 101st Pl.  
Tulsa, Ok. 74137

At

5654 2670

Amendment to the Protective Covenants and Restrictions  
of  
Forest Oaks Addition

Pursuant to paragraph 9 of the Protective Covenants and Restrictions in the Certificate of Dedication of Forest Oaks, a subdivision containing 40.042 acres more or less of the NW/4 of the NE/4 of Section 28, T-18-N and R-13-E of the Indian Base and Meridian, in the City of Tulsa, County of Tulsa, State of Oklahoma, dated October 25, 1972 and filed October 27, 1972, a majority of the lot owners, evidenced by their execution hereof, hereby amend and supplement the Protective Covenants and Restrictions to Forest Oaks Addition by the inclusion of the following replacement paragraph:

9. Roofs: No composition shingles will be permitted on any structure, be it an original or replacement roof. Other roofing materials shall be restricted to
- a. natural cedar (not a man-made product) shakes/shingles.
  - b. natural slate.
  - c. "built up roof," tar and gravel will be permitted on contemporary style residences.

(Exemption: Lot 5, Block 4 was approved for use of WOODRUF masonite shingles by the previous Developer. This decision was upheld in court on August 16, 1994. Should this roof again need to be replaced, the owner must be in compliance with the covenants at that time. An amendment to these Covenants, effective August 31, 1994, states that the Developer has no authority to make or change any decisions pursuant to any structure on any lot or to change or amend any Covenants or Restrictions. The owners of Forest Oaks no longer acknowledge KINDRICK DEVELOPMENT CO. or Mr. Ron Kindrick (or his associates) as OWNER or Developer. [See amended preface to the Protective Covenants and Restrictions.] )

Approved effective this 6 day of SEPT., 1994.

Acknowledged:  
On SEPT. 6, 1994 before Ann M. Jones, Notary Public, Tulsa County, State of Oklahoma.

(SEAL)

*Ann M. Jones*  
Commission expires September 4, 1996



TULSA COUNTY CLERK - JOAN HASTINGS  
DOC # 94096058 FEE 8.00  
RCPT 51936  
PGS 1  
09/07/94 09:58:35  
B/P 5654/2670-2670

*R*  
*3348*

*McC*  
*Kenneth Jones*  
*4224 E. 101st St.*  
*Tulsa, OK 74117*

