

No. 683026
PLAT NO. 3827
Dated: June 21st, 1978
Filed: Jun. 29, 1978 at 4:44 P.M.
In the office of the County Clerk
within and for Tulsa County,
State of Oklahoma

SERVICE CORPORATION OF TULSA,
INC.

-to-

THE PUBLIC

CERTIFICATE OF DEDICATION
"FOREST TRAILS"

KNOW ALL MEN BY THESE PRESENTS:

THAT SERVICE CORPORATION OF TULSA, INC., an Oklahoma corporation, is the owner of the following described real estate, situated in the City of Tulsa, Tulsa County, State of Oklahoma, described as follows:

A tract of land situated in the N/2 SW/4 and the SE/4 NW/4 of Section 26, T 18 N, R 13 E, Tulsa County, Oklahoma according to the U. S. Government Survey thereof; being more particularly described as follows; to-wit: Beginning at the Northwest Corner of said N/2 SW/4; thence N 89° 49' 34" E and along the North line of said N/2 SW/4 for 1320.22 feet; thence N 0° 00' 29" E and along the West line of said SE/4 NW/4 for 1320.45 feet to the Northwest Corner thereof; thence N 89° 49' 26" E and along the North line of said SE/4 NW/4 for 1320.40 feet to the Northeast Corner thereof; thence S 0° 58' W and along the East line of said SE/4 NW/4 for 384.32 feet; thence West for 220.69 feet; thence South for 135.00 feet; thence S 40° 21' 52" E for 262.49 feet; thence S 14° 50' 24" W for 605.19 feet; thence S 40° 18' 26" W for 190.14 feet; thence S 8° 48' 39" W for 404.78 feet; thence S 14° 34' 27" E for 103.32 feet; thence S 8° 32' 06" W for 579.46 feet to a point on the South line of said N/2 SW/4; thence S 89° 49' 43" W and along the South line of said N/2 SW/4 for 2190.01 feet to the Southwest corner thereof; thence North and along the West line of said N/2 SW/4 for 1320.40 feet to the point of beginning and containing 106.4912 Acres more or less.

and hereby certify that they have caused the same to be surveyed into blocks, lots and streets in conformance to the attached plat which they hereby adopt as the plat of the above described land under the name of "FOREST TRAILS", an Addition to the City of Tulsa, Tulsa County, State of Oklahoma.

RESERVE A and RESERVE B are hereby dedicated for a stormwater detention facility; provided, however, that in the event said stormwater detention



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facility, as a result of drainage improvements, is no longer required by the City of Tulsa, RESERVE A and RESERVE B, by action of the Tulsa Board of Commissioners shall, at that time, revert to SERVICE CORPORATION OF TULSA, INC., who will receive title to the land occupied by the detention facility in the event its use is abandoned by the City of Tulsa.

Restricted Drainage Easement Covenant. Restricted drainage easements, as shown on the attached plat, are reserved for overland drainage flow and no fence, wall, planting, above-ground structure or any other obstruction may be placed on said easements, nor may any alteration of grade, filling, or other action be taken that would in any way restrict the flow of surface water across the said easement; this covenant shall run to the benefit of and be enforceable by the City of Tulsa. A permanently visible monument shall be set on each property line at its intersection with the drainage easement line to identify the limits of the drainageway. Said monuments shall conform to adopted City standards and shall be maintained and not removed by the owner, his successors or assigns.

The undersigned owner further dedicate to the Public for use forever, easements and street right -of-ways as shown and designated on the accompanying plat for the severed 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, cable television, 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 said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets and alleys shown on said plat.

For the purpose of providing an orderly development of the Subdivision, and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision. These covenants shall run with the land and shall be binding on all persons claiming under them, unless modified by the authorized planning body or ordinances of the City of Tulsa, Oklahoma, for a period of twenty-five (25) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of the lots and the City of Tulsa, agreeing to change of such covenants, in whole or in part, is



placed on record. These covenants are enforceable by any person or persons owning lots in the Subdivision, by appropriate action at law or equity to restrain violations. Invalidation of any one of these covenants shall in no way affect the validity of the other provisions herein contained.

1. All lots shall be used for single family residential use only. No lot shall be divided into two (2) or more separate lots for the purpose of accommodating two (2) or more separate owners and/or dwellings.
2. No dwelling with less than 2600 square feet of floor area shall be erected on any lot. Such area to be computed exclusive of open porches, patios and garages.
3. Each dwelling erected shall have a garage, or car port, with storage facilities for at least two (2) cars. (Garage does not need to be attached to dwelling.)
4. 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.
5. No building shall be constructed on the aforesaid real estate which exceeds a height of more than two (2) stories except as approved by SERVICE CORPORATION OF TULSA, INC.
6. No structure shall be erected, altered or permitted, the roof of which has a surface of an asphalt composition, shingle or roll-type granulated surface material. HOWEVER, certain now existing and future types of synthetic or natural roofing materials may be used upon the written approval of SERVICE CORPORATION OF TULSA, INC.
7. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.
8. 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) feet on the other side, thus requiring a combined total of at least twenty (20) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement.

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9. (a) Fences will be constructed of brick, stone, brick and stone, brick and frame, stone and frame, split rails, wrought iron and frame.
- (b) No fences more than 6 feet in height will be permitted on any lot, (except for privacy screening adjacent to patios which may be seven (7) 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.
10. No building, fence, wall or any type of structure shall commenced, erected, or maintained, nor shall any addition thereto, or alteration therein, be made until plans and specifications, plot plan, drainage and grading plans therefore or information satisfactory to SERVICE CORPORATION OF TULSA, INC. shall have been submitted to and approved in writing by SERVICE CORPORATION OF TULSA, INC., In passing on such plans, specifications, plot plans, drainage and grading plans, SERVICE CORPORATION OF TULSA, INC.. may take into consideration the suitability of the proposed building or other structures, and of the material of which it is to be built, to the site upon which it is proposed to erect the same, and the harmony thereof with the surroundings and the effect of the building or other structures as planned on the view from the adjacent or neighboring property.
11. 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.
12. No structure previously erected upon another site shall be moved on to any lot.
13. No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

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14. 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.
15. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) 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.
16. No lot will be used for the storage of materials for a period of greater than thirty (30) days to the start of construction, and then the construction shall be completed with nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
17. No campers, boats, trailers, or other recreational vehicles shall be parked on or any closer to the street than the front of the dwelling for a period to exceed twenty-four (24) hours.
18. No inoperative vehicle or machinery shall be stored on any lot, and each lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.
19. The owner of each lot shall maintain the surface drainage, either natural or artificial, over and across his lot.
20. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements, and the City of Tulsa shall not be liable for any damages caused by a reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.
21. (a) Overhead pole lines for the supply of electric service may be located along the West boundary, North boundary, and along the easement between lots 1, 2, 3, 4, 5, and 6, block 3, lots 1, 2, 19 and 20 of block 4, lots 1, 2 and 3 of block 8, of said Addition. Street light poles or 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 at secondary voltages may also be located in said easement-ways.



(b) Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestral 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 pedestral or transformer to the service entrance on said house.

(c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all 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.

(d) 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. The company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or necessitated by acts of the owner or his agents or contractors.

(e) The foregoing covenants concerning underground electric facilities shall be forceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.

PROVIDED HOWEVER, that the undersigned owner hereby reserve the right to construct, maintain, operate, lay and relay water lines, and sewer lines, together with the right of ingress and egress for said construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purposes of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

This Deed of Dedication and grant shall be binding upon the undersigned, its successors or assigns, and future owners of lots within said Addition.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Dedication to be duly executed by its President and attested by its Secretary, and its seal affixed hereto, this 21st day of June, 1978.



ATTEST:
 Kathy Beaver
 Secretary
 (CORPORATE SEAL)

SERVICE CORPORATION OF TULSA, INC.
 By Ronald Milam
 President

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 21st day of June, 1978, by Ronald Milam, President of SERVICE CORPORATION OF TULSA, INC., an Oklahoma corporation, on behalf of the corporation.

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

(NOTARY SEAL) Peggy Ann Thorne
My Commission expires Nov. 16, 1980 Notary Public

I, Joe E. Donelson, a Registered Professional Engineer and Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots and blocks and streets and the real estate and premises dedicated as "FOREST TRAILS", an addition to the City of Tulsa, 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 names width, boundaries and extensions of all streets.

In Witness Thereof, I have hereunto set my hand and official seals at Tulsa, Tulsa County, Oklahoma this 21 day of June, 1978.

(SEAL) J-B ENGINEERING CO
Joe E. Donelson
Reg. Pro. Engr./Reg. Land Surveyor

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of June, 1978, personally appeared JOE E. DONELSON, to me known to be the identical person who subscribed his name to the 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 J-B ENGINEERING CO., for the uses and purposes therein set forth.

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

(SEAL) Eugene Fleener
My commission expires April 24, 1980. Notary Public



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CERTIFICATE

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 \$3359.66 per trust receipt no. 1024 to be applied to 1978 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1978 taxes in full but is given in order that this plat may be filed of record, 1978 taxes could exceed the amount of the security deposit.

Dated June 29, 1978.

JOHN F. CANTRELL
Tulsa County Treasurer
By Judy Blickensderfer
Deputy

(SEAL)

CERTIFIED TO BE A TRUE COPY OF
HEALTH DEPARTMENT APPROVAL REQUIRED BY
TMAPC.
Murrel Wilmoth
Subdivision Administrator

MEMORANDUM

Date 1-27-78

To: TULSA METROPOLITAN AREA PLANNING COMMISSION
FROM: Environmental Protection Division
Tulsa City-County Health Department
SUBJECT: FORREST TRAILS

Let this notice serve as our approval for the above-mentioned subdivision.

Received
Jan. 30, 1978
Tulsa Metro. Area
Planning Comm.

TULSA CITY-COUNTY HEALTH DEPARTMENT
By Sid Smart
Title Asst. Chief

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on Sep. 7, 1977.

Dr. N. J. Hyne
Vice Chairman

This approval is void if this plat is not filed in the office of the County Clerk on or before Sep. 30, 1978.

Wm D. Von Drehl
County or City Engineer

RECEIVED JUN. 21, 1978 TULSA METRO. AREA PLANNING COMM.

