

GUARANTY ABSTRACT COMPANY
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190

#95672

DEED OF DEDICATION

Dated: March 8, 1962

Filed: March 22, 1962 at 1:59 P.M.

Plat #2396

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TRA D. CREWS, JR. AND W. R. GRIMSHAW, JR. are the owners of the following described land situated in the County of Tulsa, State of Oklahoma, to-wit:

All that part of the SW/4 of Section 28, Township 19 North, Range 13 East of the Indian Base & Meridian, Tulsa County, Oklahoma, more particularly described as follows, to-wit: Beginning at the point of intersection of the East boundary of the W/2 E/2 SW/4 SW/4 of said section 28 and the north right-of-way line of Skelly Drive (U.S. Highway 66 By-Pass); thence N 0°-06'-28" W along said east boundary 546.88 feet to a point in the north boundary of the S/2 NE SW/4 SW/4 of said Section 28; thence N 89° - 59'-42" W along said North boundary, 345.55 feet; thence due North 385.40 feet; thence N 33°-19'-36" E 375.24 feet; thence N 6°-42'-36" E 29.80 feet to a point in the south boundary of Block 45, of Patrick Henry, Blocks 38 thru 47 inclusive, according to the recorded plat thereof; thence along said south boundary as follows: S 85°-10'-29" E 177.73 feet; thence due East 448.22 feet; thence N 80°-55'-54" E 385.12 feet; thence N 85°-09'-34" E 416.91 feet to a point in the West boundary of Patrick Henry, Blocks 24 thru 37 inclusive according to the recorded plat thereof; thence S 0°-03'-15" E along said West boundary and the projection thereof, 1246.98 feet to a point in the north right-of-way line of Skelly Drive (U.S. Highway 66 By-Pass); thence along said north right-of-way line as follows; S 77°-09'-52" W 69.79 feet; thence S 83°-02'-19" W 586.05 feet; thence S 86°-52'-01" W 423.36 feet; thence N 89°-55'-18" W 212.78 feet to the point of beginning, containing 42.05 acres, and

-continued-

G197

GUARANTY ABSTRACT COMPANY
LC

191

#95672

-2-

WHEREAS, the said Ira D.Crews, Jr. and W.R.Grimshaw, Jr. have caused the above described tract to be surveyed, staked, platted and subdivided into lots, blocks and streets and have designated the same as PATRICK HENRY FOURTH ADDITION, a Subdivision of Tulsa County, State of Oklahoma.

NOW, THEREFORE, the undersigned Ira D.Crews, Jr. and Marcia Berkeley Crews, husband and wife, and W.R.Grimshaw, Jr. and Mildred E. Grimshaw, husband and wife, do hereby dedicate for public use all the streets as shown on said plat and do hereby guarantee the title to all the land covered by said streets; and for the purpose of providing an orderly development of the above described tract and in order to provide restrictive covenants for the mutual benefit of themselves and their successors in title to the subdivisions of said tract (hereinafter referred to as lots), the undersigned do hereby impose the following restrictions and reservations and create the easements which shall be binding upon them, their successors and assigns, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage or carport for at least two cars.
2. No structure shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than five feet to any side lot line or property line, and provided further that the distance between the structure and the side property line on each side shall total a minimum of fifteen feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a structure.
3. No noxious or offensive trade or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no structure of any description shall be moved from any other location to a lot in this addition.

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G198

GUARANTY ABSTRACT COMPANY
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192

#95672 -3-

5. No dwelling shall be permitted on any lot which, if a single-story dwelling, shall have a finished floor area of less than 1,600 square feet, if located in Block Seven (7) and Block Nine (9), or less than 1,800 square feet if located in all other blocks of said addition; and no two-story dwelling shall have less than 1,200 square feet on the first floor elevation and less than 800 square feet on the second floor elevation. All of said minimum floor areas shall be determined exclusive of porches and garages.

6. No structure of any kind shall be erected, altered or permitted on any lot the roof of which shall have a pitch of less than two inches in twelve inches, nor which has as a surface of the roof an asphalt composition shingle or roll-type granulated surfaced material.

7. No structure of any kind shall be permitted which as a screened-in porch on the front of said structure.

8. No wall, hedge, fence or other barrier with a height of more than six feet shall be erected on or placed on any lot, and no fence shall be constructed beyond the front line of any structure on said lot other than an ornamental fence which shall not exceed two and one-half feet in height.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, over the rear and side of each lot.

10. The undersigned owners further dedicate to the public use forever easements and right-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 the poles, wire, 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 of aforesaid, together with similar rights in each and all of the streets and alleys shown on said plat; PROVIDED, HOWEVER, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines together

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G499

GUARANTY ABSTRACT COMPANY

193

#95672

-4-

with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the public streets and alleys shown in 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.

These covenants are to run with the land and shall be binding on all parties and all the persons claiming under them until January 1, 1987, at which time said covenants shall be automatically extended for successive periods of five years unless, by vote of the majority of the owners of the lots, it is agreed to change the said covenants in whole or in part.

If the parties hereto or any of them, or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues from such violation.

Invalidation of any 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in Tulsa, Oklahoma, this 8th day of March, 1962.

Ira D. Crews, Jr.
Marcia Berkeley Crews
W. R. Grimshaw, Jr.
Mildred E. Grimshaw

ACKNOWLEDGED:

On March 8th, 1962, by Ira D. Crews, Jr., Marcia Berkeley Crews, W. R. Grimshaw, Jr., and Mildred E. Grimshaw, before Ralph Faucett, Notary Public, Tulsa County, State of Oklahoma. (SEAL) Commission expires June 17, 1962.

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G200

GUARANTY ABSTRACT COMPANY
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194

#95672 -5-

C E R T I F I C A T E

I, the undersigned Registered Professional Engineer, hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets the property described above and the same to be known and designated as "PATRICK HENRY FOURTH ADDITION", a subdivision of Tulsa County, State of Oklahoma, and that the above plat is a true representation of said survey.

(SEAL)

HOWARD ENGINEERING COMPANY
 By: Charles H. Colpitt

ACKNOWLEDGED:

On March 7th, 1962, by Charles H. Colpitt,
 before Mildred Finley, Notary Public, Tulsa
 County, State of Oklahoma. (SEAL) Commission
 expires July 23, 1964.

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on March 21, 1962.

D.E.Martin
 Secretary

This approval is void if this plat is not filed in the office of the County Clerk on or before Sept. 30, 1962.

City Eng.
 R. P. Gullley
 County Eng.

C E R T I F I C A T E

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 the 1962 taxes not as yet certified to me.

Dated March 22, 1962

W. E. McIntosh
 County Treasurer
 Tulsa County, Oklahoma

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G201

GUARANTY ABSTRACT COMPANY
LC

195

#95672

-6-

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

I, Clyde Winterringer, County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 22 day of Mar., 1962.

(SEAL)

Clyde Winterringer,
County Clerk

Sue Jordan
Deputy

Block 1	contains	Lots 1	through	9	inclusive
Block 2	contains	Lots 1	through	4	inclusive
Block 3	contains	Lots 1	through	6	inclusive
Block 4	contains	Lots 1	through	13	inclusive
Block 5	contains	Lots 1	through	18	inclusive
Block 6	contains	Lots 1	through	11	inclusive
Block 7	contains	Lots 1	through	24	inclusive
Block 8	contains	Lots 1	through	22	inclusive
Block 9	contains	Lots 1	through	12	inclusive

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196

#110861

AMENDMENT OF RESTRICTIONS OF
 PATRICK HENRY FOURTH ADDITION

Dated: July 11, 1962
 Filed: July 13, 1962 at 2:48 P.M.
 Recorded in Book 3256 Page 8-10

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned Ira D. Crews, Jr. and Marcia Berkey Crews, husband and wife, and W. R. Grimsshaw, Jr. and Mildred E. Grimsshaw, husband and wife, did, on the 22nd day of March, 1962, file Plat No. 2396 in the office of the County Clerk of Tulsa County, Oklahoma, said plat being dated March 8, 1962, and covering the following described property situated in Tulsa County, State of Oklahoma, to-wit:

Patrick Henry Fourth Addition, a subdivision of All that part of the SW/4 of Section 28, Township 19 North, Range 13 East of the Indian Base and Meridian, Tulsa County, Oklahoma, more particularly described as follows, to-wit: Beginning at the point of intersection of the East boundary of the W/2 E/2 SW/4 SW/4 of said Section 28 and the North right-of-way line of Skelly Drive (U.S. Highway 66 By-Pass); thence N 00-06'-28" W along said east boundary 546.88 feet to a point in the north boundary of the S/2 N/2 SW/4 SW/4 of said Section 28; thence N 890-59'-42" W along said North boundary, 345.55 feet; thence due North 385.40 feet; thence N 33-19'-36" E 375.24 feet; thence N 60-42'-36" E 29.80 feet to a point in the south boundary of Block 45, of Patrick Henry, Blocks 38 thru 47, inclusive, according to the recorded plat thereof; thence along said south boundary as follows: S 850-10'-29" E 177.73 feet; thence due East 448.22 feet; thence N 800-55'-54" E 385.12 feet; thence N 850-09'-34" E 416.91 feet to a point in the West boundary of Patrick Henry, Blocks 24 thru 37, inclusive, according to the recorded plat thereof; thence S 00-03'-15" E along said West boundary and the projection thereof, 1246.98 feet to a point in the north right-of-way line of Skelly Drive (U.S. Highway 66 By-Pass); thence along said north right-of-way line as

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G203

GUARANTY ABSOLUTE TRACT COMPANY
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197

#110861 -2-

follows: S 770'-09'-52" W 69.79 feet; thence S 83°-02'-19"
W 586.05 feet; thence S 85°-52'-01" W 423.36 feet; thence
N 89°-55'-18" W 212.78 feet to the point of beginning,
containing 42.05 acres;

and,
WHEREAS, the undersigned Ira D.Crews, Jr. and Marcia Berkey
Crews, husband and wife, and W.R.Grimshaw, Jr. and Mildred E.
Grimshaw, husband and wife, are the owners of all the lots in said
addition and all of said property contained in the above described
real estate; and,

WHEREAS, the said plat imposed certain restrictions and
covenants upon the use and occupancy of the lots within the sub-
division; and,

WHEREAS, the undersigned desire to modify Paragraph One (1)
of the said plat and restrictions, which provides:

"No lot shall be used except for residential purposes.
No building shall be erected, placed or permitted to remain
on any lot other than one detached single-family dwelling
not to exceed two stories in height, and a private garage
or carport for at least two cars."

and to modify Paragraph Five (5) of said plat and restrictions, which
provides:

"No dwelling shall be permitted on any lot which, if a
single-story dwelling, shall have a finished floor area of
less than 1,600 square feet, if located in Block Seven (7)
and Block Nine (9), or less than 1,800 square feet if
located in all other blocks of said addition; and no two-
story dwelling shall have less than 1,200 square feet on
the first floor elevation and less than 800 square feet
on the second floor elevation. All of said minimum floor
areas shall be determined exclusive of porches and garages."

NOW, THEREFORE, the undersigned Ira D.Crews, Jr. and Marcia
Berkey Crews, husband and wife, and W.R.Grimshaw, Jr. and Mildred E.
Grimshaw, they together being the owners of all of the lots and blocks
in the above described Patrick Henry Addition, do hereby revoke, can-
cel, annul and forever vacate Restriction No. One (1) of the Certif-
icate of Dedication, and in its place do hereby impose the following
restrictions:

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G204

GUARANTY ABSTRACT COMPANY
LC

198

#110861 -3-

No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage or carport for at least two cars; provided, however, that on Lots One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), of Block Six (6), Patrick Henry Fourth Addition, there shall be permitted duplex or two-family residence structures not exceeding two stories in height, and with a private garage or carport for at least one car for each family unit.

And the undersigned do hereby revoke, cancel, annul and forever vacate Restriction No. Five (5) of the Certificate of Dedication, and in its place do hereby impose the following restrictions:

No dwelling shall be permitted on any lot which, if a single-story dwelling, shall have a finished floor area of less than 1,600 square feet, if located in Block Six (6) and Block Nine (9), or less than 1,800 square feet if located in all other blocks of said addition; and no two-story dwelling shall have less than 1,200 square feet on the first floor elevation and less than 800 square feet on the second floor elevation. No duplex dwelling which is permitted on certain lots in Block Six (6) shall have a finished floor area of less than 1,200 square feet per living unit. All of said minimum floor areas shall be determined exclusive of porches and garages.

The undersigned Ira D. Crews, Jr. and Marcia Berkeley Crews, husband and wife, and W.R. Grimshaw, Jr. and Mildred E. Grimshaw, husband and wife, do hereby confirm and reimpose all of the restrictions and covenants on the use and occupancy of the lots within said Patrick Henry Fourth Addition as provided by Plat No. 2396 and filed for record March 22, 1962, in the office of the County Clerk of Tulsa County, Oklahoma, and the same shall be continued in full force and effect except as herein modified and amended.

The modification of the restrictions of Patrick Henry Fourth Addition herein set forth shall run with the land and be binding upon the undersigned, their heirs, successors and assigns.

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G205

GUARANTY ABSTRACT COMPANY
LC

199

#110861 -4-

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands this 11th day of July, 1962.

Ira D. Crews, Jr.
Marcia Berkey Crews

W.R.Grimshaw, Jr.
Mildred E. Grimshaw

ACKNOWLEDGED: On July 11th, 1962, by Ira D.Crews, Jr. and
Marcia Berkey Crews, husband and wife, before
Ralph Faucett, Notary Public, Tulsa County,
State of Oklahoma. (SEAL) Commission expires
June 17, 1966.

ACKNOWLEDGED: On July 11th, 1962, by W.R.Grimshaw, Jr. and
Mildred E.Grimshaw, husband and wife, before
Ralph Faucett, Notary Public, Tulsa County,
State of Oklahoma. (SEAL) COMMISSION expires
June 17, 1966.

G206