

#134255

Plat #3194

Dated: May 14, 1971

Filed: May 19, 1971 at 2:55 PM

WOODLAND VIEW PARK 3RD

An Addition to the City of Tulsa, Located
in a Part of the S/2 of Section 36, T-19N
Range 13-E, Tulsa County, Oklahoma.

OWNER'S CERTIFICATE OF DEDICATION AND BILL
OF ASSURANCE/EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CARTER CORPORATION, a corporation, being the sole owner of the following described real estate in Tulsa County, Oklahoma, described as follows, to-wit:

A tract of land located in the S $\frac{1}{2}$ of Section 36, T-19-N, R-13-E, Tulsa County, Oklahoma, more particularly described as follows: Beginning at a point 49.64 feet West of the NE corner of the SW $\frac{1}{4}$ of said Section 36; Thence Due South 140.00 feet; Thence Due East 49.87 feet to a point on the Easterly line of said SW $\frac{1}{4}$ of Section 36; thence S 0°05'56" E along said Easterly line, a distance of 1317.38 feet; Thence Due East a distance of 66.36 feet; Thence N 2°06'15" E a distance of 32.46 feet; Thence due East 736.05 feet; Thence N 24°00'00" W a distance of 68.91 feet; Thence N 66°00'00" E a distance of 415.00 feet; Thence S 24°00'00" E a distance of 50.00 feet; Thence N 66°00'00" E a distance of 175.00 feet; Thence N 24°00'00" W a distance of 180.00 feet; Thence N 66°00'00" E a distance of 37.00 feet; Thence N 24°00'00" W a distance of 240.00 feet; Thence S 66°00'00" W a distance of 30.99 feet; Thence N 24°00'00" W a distance of 170.00 feet; Thence N 66°00'00" E a distance of 56.80 feet; Thence Due North a distance of 463.03 feet; Thence Due East 10.00 feet; Thence Due North 140.00 feet, to a point on the North line of the S $\frac{1}{2}$ of Section 36 Thence Due West, along said North line, a distance of 1214.45 feet to the point of beginning, containing 37.87 acres, more or less.

Hereby certifies that it has caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "WOODLAND VIEW PARK 3rd", an Addition to the City of Tulsa, Tulsa County, Oklahoma.

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The corporation hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated. For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefits of itself and its successors in title to the subdivision of said tract, hereinafter referred to as Lots, said corporation does hereby impose the following restrictions and reservations and create the following easements to which it shall be incumbent upon its successors and assigns to adhere, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which said time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after January 1, 1995, the then owners of a majority of all the lots in said addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.

If the parties hereto or any of them or their heirs or 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 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 and either prevent him or them from so doing or to secure 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 tract shall be known and described as residential lots. No structure shall be placed, erected, altered or permitted to remain on any building lot, that exceeds 2 stories in height; and all residences must have a private garage or carport attached to the residence. All structures shall be constructed of brick or stone veneer at least window-sill height all the way around with the exceptions of porches, terraces, garages and carports. No dwelling shall have a roof pitch of less than 2" in 12". No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling.

B. No building or parts thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front or side street lot lines than the building lines established on the recorded plat of said addition, or nearer than 5 feet to any side lot line. All garages, carports, servants quarters, tool sheds, hobby rooms, etc., shall be

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shall be attached to the building.

C. No dwelling shall be erected on any residential lot in the addition, the ground floor of the main structure of which, exclusive of open porches and garages is less than one thousand (1000) square feet in area for a one-story dwelling, nor less than nine hundred (900) square feet for a one and one-half story dwelling, nor less than eight hundred (800) square feet for a two story dwelling.

D. No more than one structure shall be erected on any lot as now platted.

E. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood; 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 purposes.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently; and occupancy shall not be permitted in any structure until the same is fully completed.

G. No structure previously used or erected shall be moved onto any lot.

H. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the building line or nearer to the side street lot line than the side street building line, shown on the recorded plat. No fence on any lot shall be more than Six (6) feet in height.

I. The undersigned owner further dedicates to the public for use forever 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 the 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 of aforesaid together with similar rights in each and all of the streets shown on said plat. PROVIDED, HOWEVER, that the undersigned owner hereby reserves 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

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to the area included in said plat and/or to any other areas.

I. The undersigned owner further dedicates to the public for use forever 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 the 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 of aforesaid together with similar rights in each and all of the streets, shown on said plat. PROVIDED, HOWEVER, that the undersigned owner hereby reserves 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 re-laying 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.

J. In connection with the installation of underground electric service, all of the lots are subject to the following provisions, to-wit:

(a.) Overhead pole lines for the supply of electric service may be located along the exterior boundaries of the 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 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 or telephone 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.

(c) The supplier of electric or telephone service, through its proper agents and employees, shall at all times have right of 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 facilities so installed by it.

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(d) The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot. The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF, THE CARTER CORPORATION has caused its name to be affixed, by its duly authorized officers, this 14th day of May, 1971.

THE CARTER CORPORATION
BY: John R. Hamill
Vice President

(CORPORATE SEAL)
ATTEST: Pauline Lassiter
Treasurer

ACKNOWLEDGED: May 14, 1971 by John R. Hamill as its President,
before M. D. Urrey, Notary Public in and for the
County of Tulsa, State of Oklahoma.
(SEAL) Commission expires March 23, 1973.

SURVEYOR'S CERTIFICATE

I, RAYMOND E. LANSFORD, a Registered Professional Engineer in the State of Oklahoma, and an experienced land surveyor, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets, the real estate and premises dedicated as "WOODLAND VIEW PARK 3rd" and this the above plat is a true and correct representation of said survey showing the length, width, and depth of all lots and blocks, and the names, widths, boundaries, and extensions of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Tulsa, Tulsa County, State of Oklahoma, this 13th day of May, 1971.

Lansford Engineering Company
By Raymond E. Lansford
Registered Professional Engineer

ACKNOWLEDGED: May 13, 1971 by RAYMOND E. LANSFORD for LANSFORD
ENGINEERING COMPANY, before Darlene J. Lansford,
Notary Public in and for the County of Tulsa, State
of Oklahoma. (SEAL) Commission expires 6/30/73.

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FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on April 21, 1971.

K. N. Cox
Vice Chairman

This approval is void if this plat is not filed in the office of the County Clerk on or before October 31, 1971.

Robert R. Forth
Asst. City Engineer

CERTIFICATE
Trust Dep. #748

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 1971 taxes not as yet certified to me.

Dated: 5/19/71.

John F. Cantrell
County Treasurer of
Tulsa County, Oklahoma

RECEIVED: May 17, 1971
TULSA METRO. AREA PLANNING COMM.

#182215

AMENDMENT TO OWNER'S CERTIFICATE OF
DEDICATION

Dated: February 7, 1972

Filed: February 7, 1972 at 3:13 PM

Recorded in Book 4002 Page 2034

KNOW ALL MEN BY THESE PRESENTS:

That THE CARTER CORPORATION, a corporation, is the sole owner of all lots and blocks in WOODLAND VIEW PARK THIRD ADDITION, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof, as platted under Plat No. 3194, which was filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on May 19, 1971.

THE CARTER CORPORATION hereby amends the restrictive covenants, in so far as paragraph "C" is concerned. Paragraph "C" will be made to read as follows, to-wit:

"c. No dwelling shall be erected on any residential lot in the addition, the ground floor of the main structure of which, exclusive of open porches and garages is less than one thousand one hundred fifty (1150) square feet in area for a one-story dwelling, nor less than nine hundred (900) square feet for a one and one-half story dwelling, nor less than eight hundred (800) square feet for a two story dwelling."

Said paragraph "C" shall be changed as hereinabove set forth and all other restrictions shown in Plat No. 3194 shall remain the same as shown on the original Plat.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 7th day of February, 1972.

(CORP. SEAL)

ATTEST:

Pauline Lassiter, Sec.

THE CARTER CORPORATION

BY: John R. Hamill, Vice President

ACKNOWLEDGED:

February 7th, 1972, by John R. Hamill, as Vice President before Irene Mathis, a Notary Public in Tulsa County, Oklahoma. (SEAL) Commission expires May 10, 1975.

#182542

SECOND AMENDMENT TO OWNER'S CERTIFICATE OF DEDICATION

Dated: February 8, 1972

Filed: February 9, 1972 at 9:03 AM

Recorded in Book 4003 Page 325

KNOW ALL MEN BY THESE PRESENTS:

That THE CARTER CORPORATION, a corporation, is the sole owner of all lots and blocks in WOODLAND VIEW PARK THIRD ADDITION, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof, as platted under Plat No. 3194, which was filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on May 19, 1971.

THE CARTER CORPORATION hereby amends the restrictive covenants, in so far as paragraph "A" is concerned. Paragraph "A" will read as follows, to-wit:

"A. All lots in the tract shall be known and described as residential lots. No structure shall be placed, erected, altered or permitted to remain on any building lot, that exceeds 2 stories in height; all residences must have a private garage, for not less than 2 cars, attached to the residence. All structures shall be constructed of brick or stone veneer at least window-sill height all the way around with the exception of porches, terraces, and garages. No dwelling shall have a roof pitch of less than 2" in 12". No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling."

Said paragraph "A" shall be changed as hereinabove set forth and all other restrictions shown in Plat No. 3194 shall remain the same as shown on the original Plat.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 8th day of February, 1972.

(CORP. SEAL)

ATTEST:

Pauline Lassiter, Sec.

THE CARTER CORPORATION

BY: John R. Hamill, as Vice President

ACKNOWLEDGED: February 8, 1972, by John R. Hamill, as Vice President before Irene Mathis, a Notary Public in Tulsa County, Oklahoma. (SEAL) Commission expires May 19, 1975.