

# 411694

FLAT #2256

Dated: March 3, 1959

Filed: Mar. 12 1959 at 11:52 A.M.

In the office of the County Clerk  
Within and for Tulsa County, Okla.

**PARK PLAZA**

AN ADDITION IN TULSA COUNTY, OKLAHOMA  
ANDERSON DEVELOPMENT CO., - OWNER

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

**KNOW ALL MEN BY THESE PRESENTS:**

That the Anderson Development Company, Inc., a corporation, being the sole owner of the following described real estate in Tulsa County, Oklahoma, described as follows, to-wit:

All of the SE/4, except the NW/4 NW/4 SE/4 and except the East 3/4 of the SE/4 SE/4, in Section 34, Township 19 North, Range 13 East of the Indian Base and Meridian, in Tulsa County, Oklahoma;

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 "PARK PLAZA, An Addition in Tulsa County, State of Oklahoma."

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, and hereby relinquishes any and all rights of all vehicular ingress and egress from any property or properties lying adjacent to Sheridan Avenue or 61st Street within the bounds designated as limits of "No Access" as shown on the attached plat. 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, does hereby impose the following restrictions and reservations and creates the following

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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, 1979, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

• Duration

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 to prevent him or them from so doing or to secure damages or other dues for such violations.

• Remedy

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.

• Saving clause

A. 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 building plot that exceeds 1½ stories in height; all residences must have a private two-car garage 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 and terraces and garages. No structure shall be erected, altered, placed or permitted to remain on any building plot other than one detached single-family dwelling.

• Use-Architecture

B. No building or parts thereof, except open porches and terraces shall be constructed and maintained on said sites nearer to the front or side lot lines than the building lines established on the recorded plat of said addition. All buildings must face the 25-foot or 30-foot front building line as shown on this plat, and shall not be nearer than six (6) feet to any side lot line. All garages, servants quarters, tool sheds, hobby rooms, etc., shall be attached to the house.

• Set back

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C. No residential structure shall be erected or placed on any building plot which residence has an area of less than sixteen hundred (1600) square feet, exclusive of garage and porches, except on all lots in Block 7, all lots in Block 8, and Lots 1 through 9 inclusive, Block 16, which residential structures must have at least 1400 square feet exclusive of garages and porches.

• Sq. feet

D. No noxious or offensive trade or activity 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.

• No nuisance

E. 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.

• No detach'd building

F. No structure previously used shall be moved onto any lot.

• No house moving

G. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the building line shown on the recorded plat.

• Fence

H. 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 and alleys 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

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of land included within the easements shown therein, both for the purpose of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

Dated March 3, 1959.

(SEAL)  
ATTEST: Robert N. Anderson  
Secretary

ANDERSON DEVELOPMENT COMPANY, INC.  
By: Elmer W. Anderson,  
President

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this date MAR 3 1959 personally appeared ELMER W. ANDERSON, to me known to be the identical person who subscribed the name of the maker thereon to the foregoing instrument as its President, 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 such corporation, for the uses and purposes aforesaid.

Given under my hand and seal of office the day and year last above written.

(SEAL)  
My commission expires  
Sept. 3, 1961.

Barbara Teel,  
Notary Public

CERTIFICATE OF SURVEY

The undersigned, Registered Professional Engineers and Surveyors, hereby certify that we have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks and streets, and that the above plat, designated as "PARK PLAZA" an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma, this date MAR 3 1959.

(SEAL)

OWEN, MANSUR & STEELE  
By: R. W. Steele,  
a member of said firm

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COUNTY OF TULSA

) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this date MAR 3 1959 personally appeared R. W. STEELE, to me known to be the identical person who subscribed the name of OWEN, MANSUR & STEELE, A Co-Partnership, to the foregoing certificate as a member of said firm, 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 such co-partnership, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

My commission expires:  
Sept. 3, 1961.

Barbara Teel,  
Notary Public

CERTIFIED  
County Eng. R. P. Gullely

RECEIVED MAR 4 1959  
TULSA METRO. AREA PLANNING COMM.

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on MAR 4 1959.

D. E. Martin, Secretary

This approval is void if this plat is not filed in the office of the County Clerk on or before SEP 30 1959

CERTIFICATE Misc. Rec. #39051

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 1959 taxes not as yet certified to me.

Dated Mar. 12, 1959.

Joe T. Parkinson,  
County Treasurer of Tulsa County,  
Oklahoma C.H.