

Park Plaza Second
OWNER'S CERTIFICATE OF DEDICATION AND BILL OF ASSURANCE
EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

76573
PLAT #2381

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:

The SW/4 of the NE/4, the East 1/2 of the NW/4 NE/4 and the East 1/2 of the West 1/2 of the NW/4 NE/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 SECOND, 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 Hudson 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 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, 1980, 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.

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.

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 erected, altered, placed or permitted to remain on any building plot that exceeds 1 1/2 stories in height; all residences must have a private garage, for not less than two 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 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.

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.

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 1, Block 4, and lots 1, 6, 7 & 24 of Block 2, which residential structures must have at least 1400 square feet exclusive of garages and porches.

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.

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.

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

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.

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 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 October 1, 1961

ATTEST:

ANDERSON DEVELOPMENT COMPANY, INC.

Robert N. Anderson
Robert N. Anderson, Secretary

By Elmer W. Anderson
Elmer W. Anderson, President



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