Plat #2670

WARRENTON

A SUBDIVISION LOCATED IN THE NW/4 OF SECTION 3, T-18-N, R-13-E, TULSA COUNTY, OKLAHOMA.
CONTAINING 8825 ACRES MORE OR LESS.

W-1362-2256
DRAWING REGISTER NUMBER

OWNER
WARRENTON DEVELOPMENT CORP.

BREISCH ENGINEERING CO, INC.
424 S. CHEYENNE TULSA, OKLAHOMA

61st ST. R-13-E CITY LIMITS
ST. FRANCIS HOSPITAL
SOUTHMONT ESTATES
T 18 N
YALE
LOCATION MAP
120 LOTS

STATE OF OKLAHOMA
FILED & ENTERED
FRANK E. GOTCHER
Nov 9 10 02 PM '65
Deputy
2917742

SCALE: 1" = 100'

NORTH

TULSA CO.
PARK

WARRENTON

WARREN CENTER EAST

ST. FRANCIS HOSPITAL

SOUTHMONT ESTATES

UNPLATTED

WARREN CENTER SOUTH

RESERVE AREA

UNPLATTED

UNPLATTED

E. 61st PL. S.
E. 61st CT. S.
E. 62nd ST. S.
E. 64th ST. S.
E. 65th ST. S.
E. 65th PL. S.
S. FULTON AVE.
S. HUDSON AVE.
S. ERIE AVE.

DEED OF DEDICATION

AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Warrenton Development Corporation, an Oklahoma Corporation, hereinafter referred to as the proprietor, being the owner in fee simple title of the real estate and premises hereinafter described, situated in Tulsa County, State of Oklahoma, to-wit:

A tract of land located in the NW/4 of Section 3, T-18-N, R-13-E, Tulsa County, Oklahoma, being more particularly described as follows:

Beginning at the SE corner of said NW/4; THENCE N-0°-06'-25"-W a distance of 2393.48 feet; THENCE Due West a distance of 1320.56 feet; THENCE S-0°-07'-32"-E a distance of 1731.46 feet; THENCE N-89°-58'-34"-W a distance of 1070.00 feet; THENCE S-0°-08'-29"-E a distance of 660.41 feet; THENCE S-89°-57'-03"-E a distance of 1454.90 feet; THENCE N-73°-06'-46"-E a distance of 386.45 feet; THENCE S-2°-26'-56"-E a distance of 112.69 feet; THENCE S-89°-57'-03"-E a distance of 560.03 feet to the point of beginning, containing 88.2[illegible] acres more or less,

Has caused the above described real estate to be surveyed, staked, platted and subdivided into blocks, lots, and streets in conformity with the plat thereon and annexed hereto and has caused the same to be named and designated "WARRENTON", a subdivision in TULSA COUNTY, OKLAHOMA, and does hereby dedicate all the streets shown upon said plat to public use as and for public thoroughfares forever.

The owner and proprietor hereby declares that the above described real estate, shown on the accompanying plat referred to hereinabove, to which plat this deed of dedication and restrictions is attached and made a part thereof, is held and retained for private use and sale subject to the restrictions, conditions and protective covenants herein set forth.

The owner and proprietor, being desirous of establishing a uniform system of development of said real estate and preserving the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said real estate and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees shall take the same subject to such conditions, restrictions and protective covenants and by accepting such conditions, restrictions and protective covenants shall be deemed to have consented thereto, and shall be entitled to all the benefits accruing thereunder and to have assumed all the responsibilities created thereby, to-wit:

1. All lots in said addition shall be used for single family residence, with the following exceptions: Lots 1 through 11, Block 1, Lots 1 through 8, Block 3, Lots 1 through 4, Block 4, which may be used for duplexes; reserve areas A, B, and C, which intended uses of areas A and B shall be for recreation purposes and which intended use of area C shall be for a Community Development Project as presently defined by the ordinances of the City of Tulsa, Oklahoma.

2. No single-family dwelling, exclusive of open porches, garages, and carports, shall be permitted on any lot which, if a single-story dwelling, shall have a finished floor area of less than 1800 square feet, and no two-story dwelling shall have less than 1200 square feet on the first floor elevation and less than 800 square feet on the second floor elevation. Split level construction shall be considered one-story dwellings. No duplex dwelling which is permitted in Block 1, Lots 1 through 11; Block 3, Lots 1 through 8; and Block 4, Lots 1 through 4, shall have, exclusive of open porches, garages and carports, a finished floor area of less than 1300 square feet per living unit. All dwellings shall have a minimum of a two-car garage or carport, except for duplexes which may have a one-car garage or one-car carport per dwelling unit.

3. No dwelling shall be located closer to the street than the minimum front and side-street setbacks shown on the recorded plat. No dwelling shall be located on any lot nearer than five (5) feet to any side lot line, provided that the minimum total of side lot setbacks between any two lots shall not be less than 15 feet except on those lots that are described above for duplex dwellings which will require a minimum of 5 foot setback on each side. Detached garages or other outbuildings located 60 feet or more from the front lot line may be located within five (5) feet of the side lot line. Open porches, terraces and attached fireplace structures shall not be considered under this provision, as a part of the dwelling. An open porch is defined as a porch that is not enclosed on the front and sides so as to obstruct the view from the side of said porch. Detached garages connected to dwellings by covered walkways shall not be considered under this provision as attached garages. All houses built on corner lots shall face a 25 ft. building line, and side on a 15ft set back line on the street.

4. No trailer, tent, shack, garage, barn or other outbuilding erected on the platted real estate 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.

5. No structure formerly erected upon another site shall be moved on to any lot in the aforesaid platted addition.

6. No building shall be constructed on the aforesaid real estate which shall exceed a height of more than two stories except as approved by the design committee hereinafter mentioned.

7. No structure of any kind shall be erected, altered or permitted on any lot, the roof of which has a surface of an asphalt composition shingle or roll type granulated surfaced material.

8. No noxious or offensive trade or activity shall be carried on in any part of the real estate above described which may be or become an annoyance or nuisance to the neighborhood, such as the tearing down and repairing of automobiles; nor shall any other business trade use or activity be carried on in any part of the real estate above described which shall generate vehicular or pedestrian traffic by third persons thereto or therefrom, nor shall any part of the real estate described in said plat be used for the maintenance, care or housing of cattle, horses, swine, sheep, goats, poultry or other livestock.

9. No building, fence, wall or any type structure shall be commenced, erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan, and grading plan therefor or information satisfactory to the design committee hereinafter mentioned shall have been submitted to, and approved in writing by the said design committee. In passing on such plans, specifications, plot plan and grading plan, the design committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same, and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the view thereof or the obstruction of a view on account thereof from the adjacent or neighboring property. Should plans be submitted and no action taken by the design committee within seven days of the submission of said plans, then in such case said plans shall be deemed not approved. The members of the design committee shall be three (3) members of the Warrenton Development Corporation or their duly authorized representatives. Any two (2) members of the design committee may grant approval in writing. In the event of death or resignation of any member of the design committee the remaining members shall have full authority to designate a successor. The Warrenton Development Corporation shall reserve the right to dissolve the design committee by a simple majority vote of its Board of Directors thus causing this paragraph to have no further cause or effect. The design committee's sole purpose is to promote good design and compatability of the general character of the neighborhood and in no way shall this design committee be held responsible for building methods, materials, procedures, structural design, building code violations, grading or drainage, or any other act without the scope of the specific purpose of the design committee as aforesaid.

10. Warrenton Development Corporation hereby recognizes the Warrenton Neighbors, Inc., an Oklahoma Corporation, to be formed, created and established specifically for the benefit and use of the lot owners of Warrenton Subdivision and that each lot owner in the Warrenton subdivision shall own one share of stock in the Corporation and be entitled to one vote in directing the affairs of Warrenton Neighbors, Inc. Said share of stock will be issued by the Warrenton Development Corporation to the original lot purchaser.

Each residential lot will be assessed $5.00 per month or such other amount as may be from time to time voted upon by a majority of the residential lot owners with each lot having one vote, to be paid to the Warrenton Neighbors, Inc., and said assessment shall be a lien on the property of each residential lot until paid; and in the event if for any reason there should be a default for non-payment of said assessment, the lien created thereby may be foreclosed in accordance with the foreclosure of similar assessments pursuant to the laws of the State of Oklahoma.

11. (a) Overhead pole lines for the supply of electric service may be located along the South boundary of Lots 1 through 7, Block 3, Lots 20 through 23, Block 5; East boundary of Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block 5; Lots 1 through 4, Block 4; but elsewhere throughout said Addition all such supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.

(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 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 service, through its proper agents and employees, shall at all times have right of access to all such easementways 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.

12. The undersigned owner further dedicates to the public for public use easements as are shown and designated on said plat, for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utility installations, 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 right of ingress and egress in said easements for the uses and purposes aforesaid, together with similar rights in and all of the streets shown on said plat; provided 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 such construction, maintenance, operation, laying and relaying over, across and along all of the public streets and easement areas shown in said plat, both for the purpose of furnishing said facilities to the area included in said plat and to any other areas.

13. These covenants shall run with the land and shall be binding upon the undersigned owners and on all persons claiming under the owner until January 1, 1990, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, either before or after 1990, the then owners of ninety per cent of all the lots in said addition may change or vacate these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of ninety per cent of all the lots in said addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.

14. Construction or maintenance of billboards, poster-boards or advertising structures of any kind on any lot is prohibited, except that signs not exceeding five feet square in size advertising property shown on said plat for sale or rental are permitted, and except that the proprietor or agent in charge of the sale of the Addition may erect such signs greater than five square feet in area.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

Each lot must be kept cut, trimmed or mowed to prevent growth of weeds or tall grasses and must be kept free of brush, rubbish and other accumulations.

15. The restrictions herein set forth shall run with the land and be binding on the proprietor, his heirs, administrators, executors, successors and assigns, and all parties claiming by, through or under him shall be taken to hold, agree and covenant with the proprietor, and his successors in title, and with each of them, to conform to and observe all restrictions and covenants as to the use of said lots and the construction of improvements thereon, but no restrictions or covenants herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches committed during its, his or their seisin of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and failure of the proprietor, or owner or owners of any other lot or lots shown on the plat, to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right so to do at any time thereafter. Invalidity of any one of these covenants by judgments 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 on this 3rd Day of November, 1965.

WARRENTON DEVELOPMENT CORPORATION

By Clinton D. Dieh
Clinton D. Diehl President

(SEAL)

ATTEST:
A. J. Sinclair Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said State, on this 3rd day of November, 1965, personally appeared Clinton D. Diehl, to me known to be the identical person who subscribed the name of the maker thereof 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 therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires: October 11, 1968 Notary Public (Seal)

CERTIFICATE OF SURVEY

I, JACK E. SPRADLING, the undersigned, a Registered Professional Engineer, hereby certify that I have carefully and accurately surveyed, staked with iron pins and platted the above described tract of land, designated as "WARRENTON", a subdivision in Tulsa County, Oklahoma, and that the above plat is a true and correct representation of said survey.

Dated this 29th day of October, 1965.

Registered Professional Engineer (Seal)

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 29th day of October, 1965, personally appeared JACK E. SPRADLING, to me known to be the identical person who executed the within and foregoing Certificate of Survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: My Commission Expires Dec. 19, 1966 Notary Public (Seal)

CERTIFICATE

Pursuant to S. B. 113 O. S. L. 1951, I hereby certify that all of the real estate involved in this plat, all taxes [illegible] as reflected by the current [illegible] County has been prorated, [illegible] and not yet certified [illegible]

Dated [illegible], 1965

County Treasurer, Tulsa County, Oklahoma

1965 Jackie Pd
on Rec. #
122 869
122 870
122 871

Robert H. Trask