#25.00

WARRENTON SOUTH

3833

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUN 21 1978

VICE CHAIRMAN – SECRETARY

This approval is void if this plat is not filed in the office of the County Clerk on or before DEC 31 1978

COUNTY/CITY ENGINEER

685483

STATE OF OKLAHOMA
TULSA COUNTY
FILED
1978 JUL 11 AM 9 43
ANITA MCSHIT
COUNTY CLERK

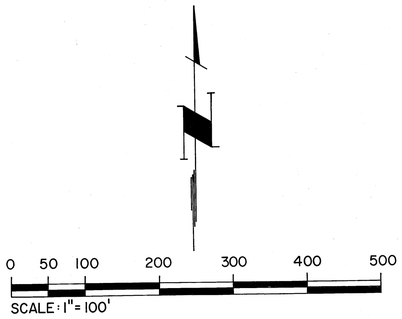
WARRENTON SOUTH

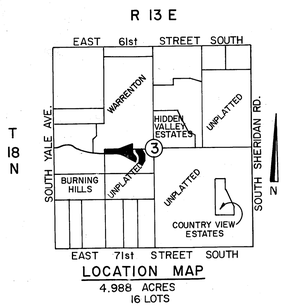
AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA. PART OF THE N/2, NE/4, SW/4 AND PART OF THE S/2, SE/4, NW/4, ALL IN SECTION 3, TOWNSHIP 18 NORTH, RANGE 13 EAST.

OWNER:
DESIGN PROPERTIES, INC.
6033 S. 66th E. Ave.
Tulsa, Oklahoma 74145
Phone: (918) 627-1736

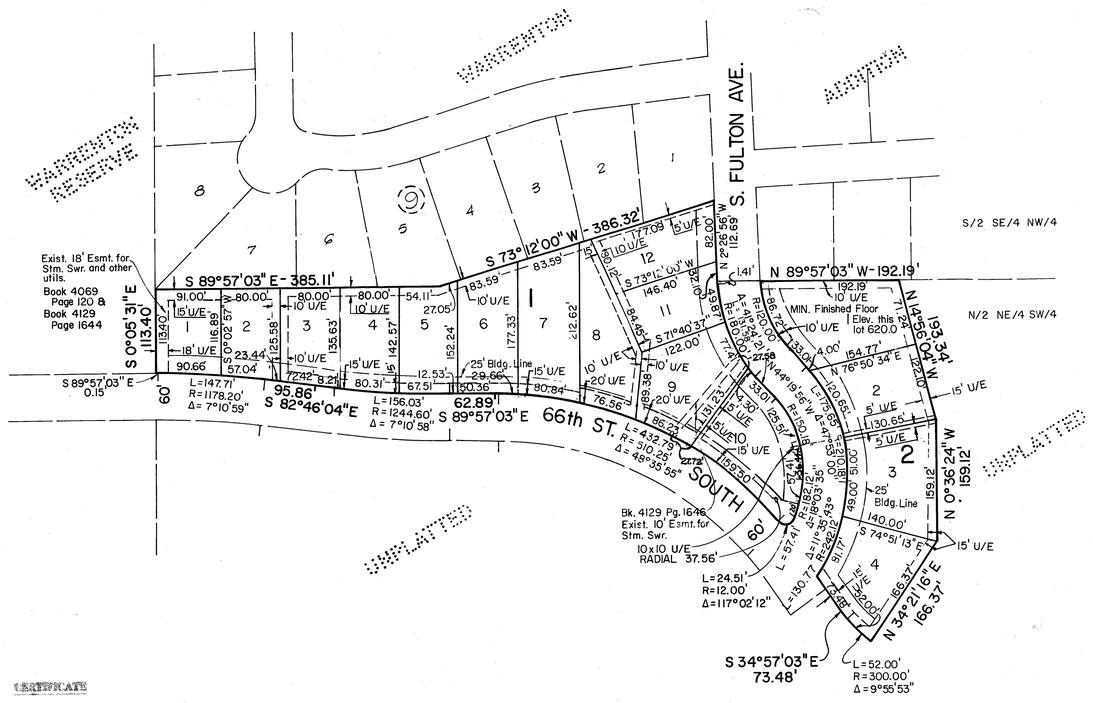
ENGINEER:
R.W. STEELE AND ASSOCIATES, INC.
3150 E. 41st Street Suite 101
Tulsa, Oklahoma 74105
Phone: (918) 749-4494

RECEIVED
JUL 07 1978
TULSA METRO. AREA PLANNING COMM.





LOCATION MAP
4.988 ACRES
16 LOTS



CERTIFICATE

As provided for Title 12, Chapter 13, Section 516 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 516, has been provided in the amount of $ 752.65 per your receipt no. 1033 to be applied to 19 78 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 19 78 taxes in full, but is given in order that this plat may be filed of record. In 78 taxes could exceed the amount of the security deposit.

Dated July 11, 19 78

JOHN F. CANTRELL
TULSA COUNTY TREASURER
By: Pageva Perkins
Deputy

CERTIFICATE OF SURVEY

I, R.W. Steele, 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 South, an Addition in Tulsa County, State of Oklahoma, and that the above plat is a true and correct representation of said survey.

Dated this 30th day of June, 1978.

R.W. Steele
Registered Professional Engineer

(SEAL)

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 30th day of June, 1978, by R.W. Steele

(SEAL)

My Commission Expires:
January 15, 1980

Donna Parlor
Notary Public

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DESIGN PROPERTIES, INC., an Oklahoma corporation, hereinafter referred to as "Owner", the owner of the fee simple title to the real estate and premises hereinafter described, situated in Tulsa County, State of Oklahoma, to-wit:

All that part of the North Half of the Northeast Quarter of the Southwest Quarter (N/2 NE/4 SW/4) and the South Half of the Southeast Quarter of the Northwest Quarter (S/2 SE/4 NW/4) lying in Section Three (3), Township Eighteen (18) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows, to-wit:

A tract of land beginning at the Northwest corner of said N/2 NE/4 SW/4; thence S 0° 05' 31" E along the West boundary of said N/2 NE/4 SW/4, 113.40 feet to a point in the Northerly right-of-way line of East 66th Street South, thence S 89° 57' 03" E along said right-of-way line, 0.15 feet; thence to the right on a curve having a radius of 1178.20 feet, 147.71 feet; thence S 82° 46' 04" E, 95.86 feet; thence to the left on a curve having a radius of 1244.60 feet, 156.03 feet; thence S 89° 57' 03" E 62.89 feet; thence to the right on a curve having a radius of 510.25 feet, 432.79 feet; thence to the left on a curve having a radius of 12.00 feet, 24.51 feet; thence to the left on a curve having a radius of 182.12 feet, 57.41 feet; thence to the left on a curve having a radius of 150.18 feet, 125.51 feet, thence N 44° 19' 56" W, 33.01 feet; thence to the right on a curve having a radius of 180.00 feet, 131.58 feet; thence N 2° 26' 56" W, 1.41 feet to a point in the Southerly boundary line of Warrenton Addition according to the official recorded plat thereof filed of record in the office of the County Clerk, Tulsa County, Oklahoma, said point being in the Westerly right-of-way line of South Fulton Ave.; thence N 2° 26' 56" W, 112.69 feet to the Southeast corner of Lot 1, Block 9 of said Warrenton Addition; thence S 73° 12' 00" W, 386.32 feet, thence N 89° 57' 03" W, 385.11 feet to the POINT OF BEGINNING, and a tract of land beginning at a point in the Northerly boundary of said N/2 NE/4 SW/4 819.81 feet from the Northwest corner thereof, said point also being in the Easterly right-of-way line of South Fulton Ave. and in the Southerly boundary of said Warrenton Addition; thence S 2° 55' 35" E along said right-of-way line, 0.00 feet; thence to the left on a curve having a radius of 120.00 feet; 86.72 feet; thence S 44° 19' 56" E, 33.01 feet; thence to the right on a curve having a radius of 210.18 feet, 175.65 feet; thence to the right on a curve having a radius of 242.12 feet, 130.77 feet; thence S 34° 57' 03" E, 73.48 feet; thence to the left on a curve having a radius of 300.00 feet, 52.00 feet; thence N 34° 21' 16" E, 166.37 feet; thence N 0° 36' 24" W, 159.12 feet, thence N 14° 56' 04" W, 193.34 feet to a point in the Southerly boundary line of said Warrenton Addition; thence N 89° 57 03" W along said boundary line 192.19 feet to the POINT OF BEGINNING, containing 4.988 acres.

has caused the above described real estate to be surveyed, staked, platted and subdivided into lots, blocks, and streets in conformity with the plat thereof which is annexed hereto, and has caused the same to be named and designated WARRENTON SOUTH, AN ADDITION IN TULSA COUNTY, STATE OF OKLAHOMA, and does hereby dedicate all the streets shown upon said plat to the public use as and for public thoroughfares forever,

The undersigned Owner further dedicates to the public 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 placing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, together with all fittings and equipment for each of such facilities including the poles, wires, valves, conduits, pipes, meters and any other appurtenance thereto, with the right to ingress and egress to said easements with right-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets and alleys on said plat. PROVIDED HOWEVER, that the undersigned Owner hereby reserves the right to construct, maintain, operate, lay, or relay water lines together with the right of ingress and egress for such contruction, 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, for the purpose of furnishing water to the area included in said plat.

A. Overhead pole lines for the supply of electric service may be located along the east boundary of said Addition. Street light poles or standards may be served by underground cable. Elsewhere throughout said Addition all electrical supply lines shall be located underground, in the easements reserved for the 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 easements.

B. Except to houses located adjacent to the east boundary of said Addition which may be directly served from overhead electric service lines, underground service cables to all houses in said Addition shall run from the nearest service pedestal or transformers to the point of usage determined by the location and construction of the particular residence located upon each 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 easements or right-of-way shown on said plat, or provided for in this Certificate of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

D. The Owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for the ordinary maintenance for underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

E. The foregoing covenants concerning underground electic facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

NOW, THEREFORE, the owner hereby declares that the above described real estate shown on the accompanying plat to which plat this Certificate of Dedication and Restrictive Covenants is made a part thereof, is held and retained for private use and sale subject to the restrictions, conditions and protective covenants herein set forth.

Owner 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 Owner or remotely from any of its grantees, and 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 of the responsibilities created thereby, to wit:

1. All lots in said addition shall be used solely for single family residences, and no structures shall be erected on any lot other than one detached single family residence at least one story in height, with no less than a two car garage, nor more than a three car garage, or less than a two car carport.

2. No dwelling shall be erected on Lots one (1) through twelve (12), Block One (1), in said Addition in which the floor area of the main structure exclusive of one story open porches and garages or carports shall be less than 1800 square feet.

3. No dwelling shall be erected on Lots One (1) through Four (4), Block Two (2), in said Addition, in which the floor area of the main structure exclusive of one story open porches and garages or carports shall be less than 2,000 square feet.

4. No residence shall be located on any lot nearer to the front property line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event, no residence shall be located nearer than five (5) feet to any side lot line and the minimum total of side lot setback distance between any two adjacent lots shall not be less than fifteen (15) feet, except where easements are shown greater.

5. No business, trade, professional services, or commercial activity, or any other activity which might be noxious or offensive shall be carried on upon any lot, nor shall anything be done thereon which may be or might become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding located on a lot 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.

7. No recreational vehicle or boat, shall be maintained or garaged so as to be visible from the street.

8. No disabled motor vehicle shall be parked or left in front of any residence for longer than 72 hours, and no maintenance or repair of any motor vehicle will be permitted on any lot in the addition so as to be visible from the street.

9. Roofing materials on all dwellings constructed within the addition shall be restricted to cedar shingles or slate, but built-up roofing with tar and gravel will be permitted on contemporary style residences. No composition shingle roof will be permitted on any structure erected on any lot, however, certain now existing and future types of synthetic or natural roofing materials may be used upon the written approval of the Owner, pursuant to paragraph 12 below.

10. All garages which have a main entrance facing the street shall have the interior walls constructed of finished sheet rock or better material, and at least one side of any carport shall be enclosed to a minimum of four (4) feet above the ground elevation with finished sheet rock or better material.

11. That part of the driveway entrance that lies between the front property line and the edge of the paved portion of the dedicated street shall be constructed of portland cement or asphaltic cement concrete.

12. No building, fence, wall or any type structure shall be commenced, erected or maintained nor shall any addition thereto or any alteration thereof be made until plans and specifications, plot plan, and grading plan, or information satisfactory to the Owner shall have been submitted to and approved in writing by the Owner, and a copy thereof finally approved and filed with the Owner. In passing on such plans, etc., the Owner may take into consideration the suitability of the proposed buildings, or other structures and of the materials of which they are proposed to be erected, and the harmony thereof with the surroundings and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property. Any officer of the Owner shall have the power to approve said plans, etc. and plans that are submitted to the Owner upon which no action is taken within ten (10) days of the submission shall be deemed approved.

13. The above set out covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 2008, at which time the same shall automatically be extended for successive periods of ten (10) years unless by a vote of a majority of the owners of the lots it is agreed to change same in whole or in part. If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions herein it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating the same, either to prevent him or them from so doing or to recover damages. Invalidation of any one of these covenants, restrictions or conditions shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have herunto set our hands and seals on this 30 day of June, 1978.

DESIGN PROPERTIES, INC.

ATTEST: Donald R Barron
Secretary

BY: John G. Cunsolo Jr.
President

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 30 day of June, 1978, by John G. Cunsolo, Jr. President of DESIGN PROPERTIES, INC. on behalf of the corporation.

(SEAL)

My Commission Expires:
January 15, 1980

Donna Parlor
Notary Public