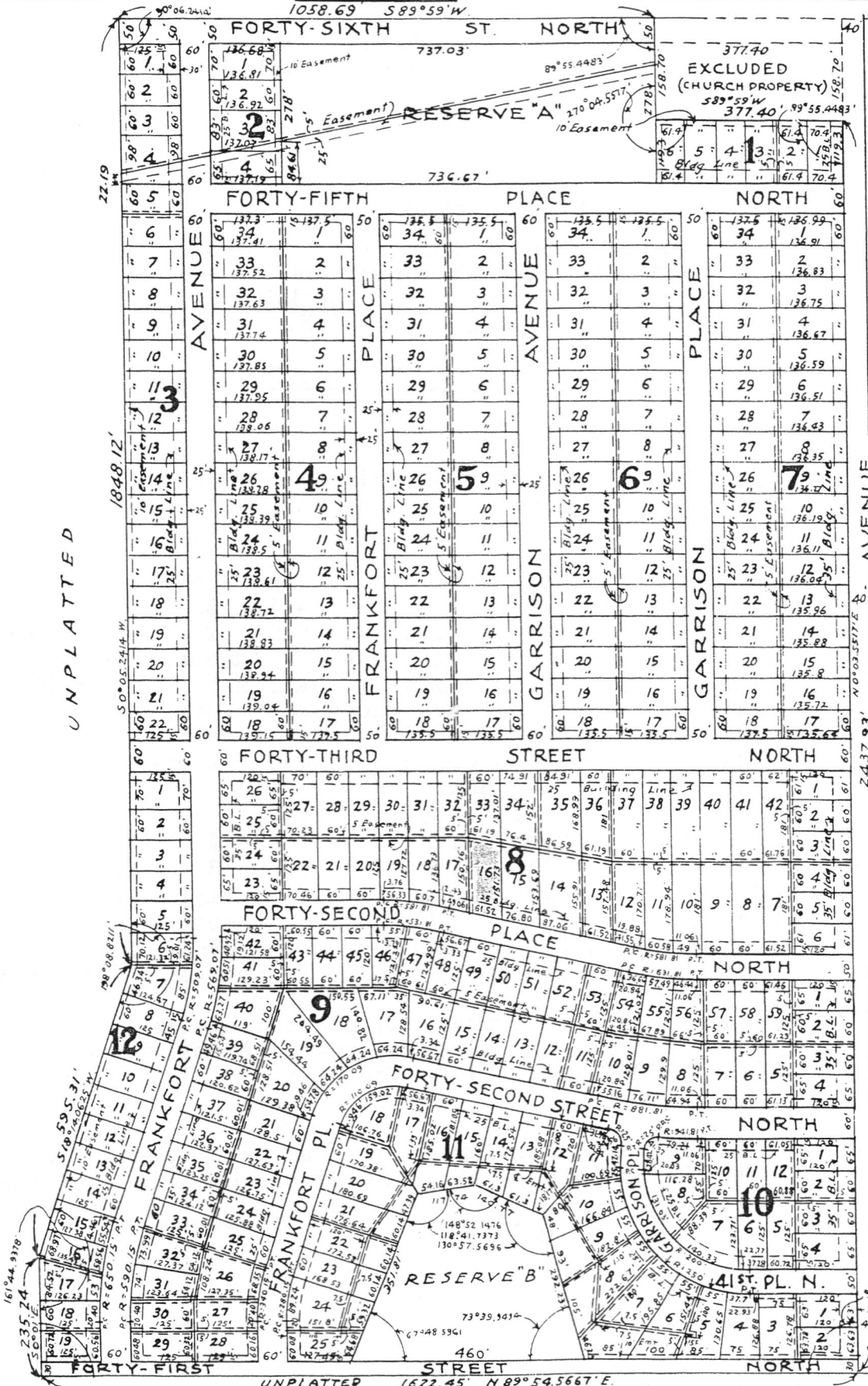


AN ADDITION TO  
THE CITY OF TULSA,  
TULSA COUNTY, OKLA.

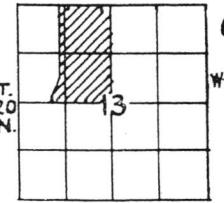
# SUBURBAN ACRES SECOND

AND A SUBDIVISION  
OF A PART OF THE  
NW 1/4 OF SEC. 13, T.20 N., R.12 E.

SCALE 1"=300'  
1058.69 S 89° 59' W



LOCATION MAP  
R.12 E.



SUBURBAN ACRES

**Guaranty Abstract Company**

GLADE R. KIRKPATRICK, PRESIDENT  
CLAY F. KIRKPATRICK, V. PRES. & GEN. COUNSEL  
WILLIAM SELF, SECRETARY

G 002

# 141314

CERTIFICATE OF DEDICATION

Dated: April 6, 1953

Filed: May 14, 1953 at 4:00 P.M.

Plat No. 1815.

SUBURBAN ACRES SECOND

An addition to the City of Tulsa,  
Tulsa County, Oklahoma, and a sub-  
division of a part of the NW  $\frac{1}{4}$   
of Sec. 13, T-20-N, R-12-E.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Whereas Suburban Development Co., is the owner of the following described land in the County of Tulsa and State of Oklahoma, to-wit:

E $\frac{1}{2}$  of the NW $\frac{1}{4}$ , less the E 40' thereof, and a part of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$ , described as follows to-wit; Beginning at the NW Cor. of the East  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 13, Township 20 North, Range 12 East, Tulsa County, Oklahoma, thence Southerly along the Westerly line of said East  $\frac{1}{2}$  to the SW Corner thereof, thence Westerly along the Southerly line of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  a distance of 340 feet, thence at an angle to the right of 90 degrees 04.4333 Minutes, a distance of 235.24 feet, thence at an angle to the right of 18 degrees 15.0625 minutes a distance of 595.31 feet, thence at an angle to the left of 18 degrees 08.8211 minutes a distance of 1848.12 feet to the Northerly line of said Section 13, thence Easterly along the said Northerly line a distance of 155 feet to the point of beginning; and less the N. 208.7 feet of the W. 377.4 feet of the E. 417.4 feet of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$ , all in Section 13, Township 20 North, Range 12 East, Tulsa County, Oklahoma.

and has caused the same to be surveyed; staked, platted and subdivided into lots, blocks, and streets, and have designated the same as SUBURBAN ACRES SECOND ADDITION to the City of Tulsa, Tulsa County, Oklahoma.

NOW, THEREFORE, the undersigned Suburban Development Co., hereby dedicates for public use all of the streets as shown on said plat;

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and does hereby guarantee the title to all of the land covered by said streets, For the purpose of providing an orderly development of the entire tract above described and in order to provide adequate restrictive covenants for the mutual benefit of himself and his successors in title to the subdivisions of said tract (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and creates the easements which shall be binding upon them and their successors and assigns, to-wit:

(A) No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private attached garage for not more than two cars.

(B) No building of any description shall be moved from any other location to any lot in this addition.

(C) All lots to be for residential dwellings only.

(D) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line as shown.

(E) No detached single-family dwelling, of less than 720 square feet in floor area, exclusive of open porches and garages, shall be permitted on any lot.

(F) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on any lot to encroach upon another lot.

(G) No residential structure shall be erected on or placed on any plot of which the minimum plat area is less than 7,000 square feet.

(H) No obnoxious or offensive trade or enterprise 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.

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(I) No wall, hedge or other barrier with a height of more than 5 feet shall be erected on or placed on any lot; nor shall any wall, hedge or other barrier be nearer than the front building line of said lot.

(J) Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, and also a perpetual 5 foot easement across the rear and side of each lot,

(K) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(L) Should Reserve "A", in said addition be used for any purpose other than single one-family dwelling units, the undersigned shall submit a proposed site plan to the Tulsa County Planning Commission for approval before the commencement of any construction or development on said Reserve "A". A certified copy of the minutes of a meeting of the Tulsa County Planning Commission, approving said site plan, filed in the Office of the Tulsa County Clerk, shall be indisputable evidence of authority for all such improvements. Should SUBURBAN ACRES SECOND ADDITION become annexed to the corporate limits of the City of Tulsa, then this requirement and covenant No. (L) shall be come null and void,

(M) Lot 1, Block 3, and Lot 1, Block 2, shall have driveways opening on Frankfort Avenue.

(N) The undersigned owner further dedicates to the public 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 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 such construction, maintenance, operation, laying and relaying over, across and along all of the public

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streets and alleys shown in said plat, and over, across, and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat and to any other areas.

These covenants are to run with the land and shall be binding on all the parties and all the persons claiming under them until April 6, 1978, at which time said covenants shall be automatically extended for successive periods of five years unless by vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any other lots 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 or restrictions and either to prevent him or them from so doing or to recover damages or other dues from such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereto set our hands and seals at Tulsa, Tulsa County, Oklahoma, this 6th day of April, 1953.

(NO SEAL)

SUBURBAN DEVELOPMENT CO.  
R. C. Dickenson  
Fred Larkin

State of Oklahoma )  
County of Tulsa ) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 1953, personally appeared Fred Larkin and R. C. Dickenson, to me known to be the identical persons who executed the above foregoing instrument of writing and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)  
My commission Expires:  
April 21, 1953.

Lolia G. Burkett,  
Notary Public.

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C E R T I F I C A T E O F S U R V E Y

C E R T I F I C A T E

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Examined and Approved by the Plats Committee.

Roy L. Sherrow  
Wm. B. Wooten  
James E. Bush  
CITY PLANNING COMMISSION

APPROVED, CITY PLANNING COMMISSION of the City of Tulsa,  
Oklahoma, this 18th day of February, 1953.

Loon B. Senter,  
Secretary

FINAL PLAT: Action Taken: Approved, Date: April 14, 1953  
TULSA COUNTY PLANNING COMMISSION, TULSA, OKLAHOMA,

ATTEST: Ed Dubie,  
Secretary

By: Ben H. Crowley,  
Chairman

This approval is void if this final plat is not filed in the office  
of the county clerk within 30 days after this date.

Block 1 contains Lots 1 to 6 inclusive  
Block 2 contains Lots 1 to 4 inclusive  
Block 3 contains Lots 1 to 22 inclusive  
Block 4 contains Lots 1 to 34 inclusive  
Block 5 contains Lots 1 to 34 inclusive  
Block 6 contains Lots 1 to 34 inclusive  
Block 7 contains Lots 1 to 34 inclusive  
Block 8 contains Lots 1 to 42 inclusive  
Block 9 contains Lots 1 to 59 inclusive  
Block 10 contains Lots 1 to 12 inclusive  
Block 11 contains Lots 1 to 25 inclusive  
Reserve "A" not subdivided  
Reserve "B" not subdivided

# 153673

CORRECTED CERTIFICATE OF DEDICATION

Dated: August 4, 1953  
Filed: Sept. 4, 1953 at 3:42 P.M.  
Recorded in Book 2403, Page 514-518.

CORRECTED CERTIFICATE OF DEDICATION OF SUBURBAN  
ACRES SECOND ADDITION, TULSA COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That Richard C. Dickenson and Joan A. Dickenson, husband and wife, and Fred Larkin and Betty Larkin, husband and wife, are the owners of the following described land in the County of Tulsa and State of Oklahoma, to-wit:

E $\frac{1}{2}$  of the NW $\frac{1}{4}$ , less the E 40' thereof, and a part of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$ , described as follows, to-wit: Beginning at the NW Cor. of the East  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 13, Township 20 North, Range 12 East, Tulsa County, Oklahoma, thence Southerly along the Westerly line of said East  $\frac{1}{2}$  to the SW Corner thereof, thence Westerly along the Southerly line of the W $\frac{1}{2}$ , of the NW $\frac{1}{4}$  a distance of 340 feet, thence at an angle to the right of 90 degrees 04.4333 minutes, a distance of 235.24 feet, thence at an angle to the right of 18 degrees 15.0625 minutes a distance of 595.31 feet, thence at an angle to the left of 18 degrees 08.8211 minutes a distance of 1848.12 feet to the Northerly line of said Section 13, thence Easterly along the said Northerly line a distance of 155 feet to the point of beginning; and less the N. 208.7 feet of the W. 377.4 feet of the E. 417.4 feet of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$ , all in Section 13, Township 20 North, Range 12 East, Tulsa County, Oklahoma.

and has caused the same to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and have designated the same as SUBURBAN ACRES SECOND ADDITION to the City of Tulsa, Tulsa County, Oklahoma.

NOW, THEREFORE, the undersigned Richard C. Dickenson and Joan A. Dickenson, husband and wife, and Fred Larkin and Betty Larkin, husband and wife, hereby dedicates for public use all of the streets as shown on said plat; and does hereby guarantee the title to all of

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the land covered by said streets, For the purpose of providing an orderly development of the entire tract above described and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title to the subdivision of said tract (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and creates the easements which shall be binding upon them and their successors and assigns, to-wit:

(A) No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private attached garage for not more than two cars.

(B) No building of any description shall be moved from any other location to any lot in this addition.

(C) All lots to be for residential dwellings only.

(D) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line as shown.

(E) No detached single-family dwelling, of less than 720 square feet in floor area, exclusive of open porches and garages, shall be permitted on any lot.

(F) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on any lot to encroach upon another lot.

(G) No residential structure shall be erected on or placed on any plot of which the minimum plat area is less than 7,000 square feet.

(H) No obnoxious or offensive trade or enterprise 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.

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(I) No wall, hedge or other barrier with a height of more than 5 feet shall be erected on or placed on any lot; nor shall any wall, hedge or other barrier be nearer than the front building line of said lot.

(J) Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, and also a perpetual 5 foot easement across the rear and side of each lot.

(K) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(L) Should Reserve "A", in said addition be used for any purpose other than single one-family dwelling units, the undersigned shall submit a proposed site plan to the Tulsa County Planning Commission for Approval before the commencement of any construction or development on said Reserve "A". A certified copy of the minutes of a meeting of the Tulsa County Planning Commission, approving said site plan, filed in the Office of the Tulsa County Clerk shall be indisputable evidence of authority for all such improvements. Should SUBURBAN ACRES SECOND ADDITION become annexed to the corporate limits of the City of Tulsa, then this requirement and covenant No. (L) shall be come null and void.

(M) Lot 1, Block 3, and Lot 1, Block 2, shall have driveways opening on Frankfort Avenue.

(N) The Undersigned owners further dedicate to the public 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 aforesaid together with similar rights in each and all of the streets and alleys shown on said plat: PROVIDED, HOWEVER, that the undersigned owners hereby reserve 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,

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

These covenants are to run with the land and shall be binding on all of the parties and all the persons claiming under them until April 6, 1978, at which time said covenants shall be automatically extended for successive periods of five years unless by vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any other lots 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 or restrictions and either to prevent him or them from so doing or to recover damages or other dues from such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

This corrected certificate of dedication is made, executed and filed for the purpose of correcting a Certificate of Dedication of Suburban Acres Second Addition, dated the 6th day of April, 1953, and filed in the County Clerk's Office of Tulsa County, Oklahoma, on the 14th day of May, 1953, in which certificate of dedication it was stated that the Suburban Development Company was the owner of the land dedicated. This was an error of the scrivner in drawing up said certificate of dedication in that Suburban Development Company did not own the real estate covered in said dedication but same was and is owned by Richard C. Dickenson and Fred Larkin.

IN WITNESS WHEREOF, we have hereto set our hands and seals at Tulsa, Tulsa County, Oklahoma, this 4 day of August, 1953.

Richard C. Dickenson  
Joan A. Dickenson  
Fred Larkin  
Betty Larkin

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ACKNOWLEDGED: On August 4th, 1953 by Richard C. Dickenson and Joan A. Dickenson, husband and wife, and Fred Larkin and Betty Larkin, husband and wife, before John H. Middleton, Jr., Notary Public, Tulsa County, State of Oklahoma (SEAL) Commission Expires: 15 June, 57.

CERTIFICATE OF SURVEY

The undersigned, registered, professional engineer, and surveyor, hereby certifies I 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 SUBURBAN ACRES SECOND ADDITION to the City of Tulsa, Tulsa County, Oklahoma, is a true representation of said survey.

HOMMOND ENGINEERING COMPANY  
By: J. W. Hammond,  
Owner of said firm

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of August, 1953, personally appeared J. W. Hammond, to me known to be the identical person who subscribed the name of HAMMOND ENGINEERING COMPANY to the foregoing certificate as owner 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 firm, for the uses and purposes therein set forth.

(SEAL)  
My commission expires:  
15 June 57

John H. Middleton, Jr.,  
Notary Public

CERTIFICATE

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 1953 taxes not as yet certified to me.

Dated this 4th day of September, 1953.

H. G. CHAPMAN, County Treasurer  
of Tulsa County, Oklahoma.

By: E. J. Hickok. \_\_\_\_\_

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