

FOREST CREEK
OWNER'S CERTIFICATE OF DEDICATION AND BILL OF ASSURANCE
EASEMENT GRANT

Filed November 9, 1976, Plat No. 3667

KNOW ALL MEN BY THESE PRESENTS:

That LINCOLN PROPERTY COMPANY NO. 44, a partnership, and LINCOLN PROPERTY COMPANY, NO. 44, INC., an Oklahoma Corporation, being the sole owners of the following described real estate in Tulsa County, Oklahoma, described as follows, to-wit:

All that part of the NW/4, Section 16, Township 18 North, Range 13 East of the Indian Base and Meridian, Tulsa County, Oklahoma, hereby certify that they have caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which they hereby adopt as the plat of the above described land under the name of "FOREST CREEK", an Addition in Tulsa County, City of Tulsa, State of Oklahoma.

The Owners hereby dedicate for public use all the streets as shown on said plat and do hereby guarantee clear title to all of the land that is so dedicated, and hereby relinquish any and all rights of all vehicular ingress and egress from any property or properties within the bounds designated as limits of "No Access" as shown on the attached plat, which may be modified, amended or revised with the approval of the Tulsa City Engineer.

NOW, THEREFORE, LINCOLN PROPERTY COMPANY NO. 44, A Partnership, and LINCOLN PROPERTY COMPANY, NO. 44, INC., an Oklahoma Corporation, do hereby impose the following restrictions and create the following easements to which it shall be incumbent upon their successors in title 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 April 6, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by 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 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 Addition shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, that exceeds two 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 35% brick, stone or stucco. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a detached single-family dwelling. Provided that Lot 1, Block 6 may be used for recreation purposes, such use may include but it not restricted to swimming and playground facilities and other similar recreation uses.

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 street lot lines than the building lines established on the recorded plat of said Addition. No building shall be erected or maintained nearer to the front or side street lines than the building set back lines shown on the attached plat nor nearer than six feet to any interior lot line. All garages, servants quarters, tool sheds, hobby rooms, etc., shall be attached to the house.

C. No composition shingles 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 undersigned. Other roofing materials shall be restricted to cedar shingles, slate, built-up roof, tar and gravel will be permitted on contemporary style residences.

D. 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. All story and one-half or two story houses must have not less than twelve hundred (1200) square feet in the ground floor.

E. 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.

F. 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.

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

H. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the 30 foot building line or nearer to the side street lot line than the side street building line, shown on the recorded plat.

I. The owner of each lot shall maintain the drains, either natural or artificial, over and across his lot.

J. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of a higher elevation and from public streets and easements, and the city of Tulsa shall not be liable for any damages caused by reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

K. No building, fence, wall, or any type of structure shall be commenced, erected, or maintained, nor shall any addition thereto, or alteration therein, be made until plans and specifications, plot plan, drainage and grading plans therefor, or information satisfactory to Terry L. Davis Construction, Inc. shall have been submitted to and approved in writing by Terry L. Davis Construction, Inc., and a copy thereof is finally approved and lodged with Terry L. Davis Construction, Inc. In passing on such plans, specifications, plot plan, drainage and grading plans, Terry L. Davis Construction, Inc. may take into consideration the suitability of the proposed building or other structures, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, and the harmony thereof with the surroundings and the effect of the building or other structures as planned on the view from the adjacent or neighboring property.

K. (a) For purposes of approving said plans and specifications, any officer of Terry L. Davis Construction, Inc. may act with respect to such approval.

K. (b) At any time, when in the opinion of Terry L. Davis Construction, Inc. there has been a sufficient development in "FOREST CREEK", Terry L. Davis Construction, Inc. may appoint a committee of three owners, of improved Lots within said Addition, to act for the purpose of approving said plans and specifications and when such committee has been appointed, the act of such committee or a majority thereof shall be in compliance with this provision.

K. (c) Should plans be submitted and no action taken by said officers or committee within 30 days of the submission of said plans, then in such case said plans shall be deemed approved.

L. The undersigned owners further dedicate to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of construction, 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, cable television, 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 to said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in any and all of the streets and alleys shown on said plat.

M. (a) Overhead pole lines for the supply of electric service may be located along the southerly boundary of said Addition. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition, all such supply lines shall be located underground, in the easement-ways for 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 easement-ways.

M. (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.

M. (c) The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easement-ways 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 electrical facilities so installed by it.

M. (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. Repairs or cost of relocation required by violation of this covenant shall be paid for by the owner of the lot. The foregoing covenant shall be enforceable by the supplier of the electric service and the Owner of each lot agrees to be bound hereby.

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 said construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purposes of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

This Deed of Dedication and grant shall be binding upon the undersigned, its successors or assigns, and future owners of lots within said Addition.

LINCOLN PROPERTY COMPANY NO. 44
A Partnership composed of Paul D. Hinch, Trammell Crow
Mack Pogue and Don Gallemore