

# 547189

## CERTIFICATE OF DEDICATION

Dated: -----

Filed: March 18, 1977 at 4:56 PM

PLAT #3695

SUNWOOD HILLS  
AN ADDITION TO THE CITY OF TULSA  
TULSA COUNTY, OKLAHOMA

BEING A RESUBDIVISION OF WOODLAND HILLS VILLAGE  
AND  
A SUBDIVISION OF PART OF THE  
NORTHWEST QUARTER (NW/4) OF SECTION 22,  
TOWNSHIP 19 NORTH, RANGE 14 EAST

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CERTIFICATE OF DEDICATION  
SUNWOOD HILLS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HAL R. SUNDVAHL, II and KHRIS E. SUNDAVAHL, being the sole OWNERS of the following described land in the County of Tulsa, State of Oklahoma, to-wit:

All of "Woodland Hills Village", an addition to the City of Tulsa, Tulsa County, Oklahoma, and all that part of the Northwest Quarter (NW/4) situated in Section 22, Township 19 North, Range 14 East of the Indian Base and Meridian, County of Tulsa, State of Oklahoma, being more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of said Northwest Quarter (NW/4);

THENCE South 89° 47' 48" East along the South boundary of said Northwest Quarter (NW/4) a distance of 1155.00 feet;

THENCE North 0° 12' 12" East a distance of 200.00 feet;

THENCE North 89° 47' 48" West a distance of 50.00 feet;

THENCE North 0° 12' 12" East a distance of 105.00 feet;

THENCE North 80° 25' 57" West a distance of 41.65 feet;

THENCE North 32° 16' 53" East a distance of 440.01 feet;

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THENCE North  $16^{\circ} 41' 57''$  East a distance of 31.32 feet;

THENCE North  $67^{\circ} 22' 48''$  West a distance of 160.05 feet;

THENCE Northeasterly on a curve to the left, having a central angle of  $7^{\circ} 28' 25''$ , a radius of 325.00 feet for a distance of 42.39 feet;

THENCE North  $72^{\circ} 21' 00''$  West a distance of 88.19 feet;

THENCE North  $11^{\circ} 18' 36''$  West a distance of 152.97 feet;

THENCE North  $20^{\circ} 33' 22''$  East a distance of 341.76 feet;

THENCE North  $9^{\circ} 41' 00''$  East a distance of 255.64 feet;

THENCE North  $27^{\circ} 58' 07''$  West a distance of 292.12 feet;

THENCE North  $62^{\circ} 14' 29''$  East a distance of 21.47 feet;

THENCE North  $32^{\circ} 29' 19''$  West a distance of 251.33 feet;

THENCE North  $59^{\circ} 18' 01''$  West a distance of 37.22 feet;

THENCE Due North a distance of 248.00 feet;

THENCE South  $89^{\circ} 48' 24''$  East a distance of 388.00 feet;

THENCE North  $77^{\circ} 37' 48''$  East a distance of 90.93 feet;

THENCE NORTH  $69^{\circ} 44' 04''$  East a distance of 50.00 feet;

THENCE North  $20^{\circ} 15' 56''$  West a distance of 10.00 feet;

THENCE North  $69^{\circ} 44' 04''$  East a distance of 115.00 feet;

THENCE North  $20^{\circ} 15' 56''$  West a distance of 60.00 feet;

THENCE North  $0^{\circ} 11' 36''$  East a distance of 187.00 feet to a point in the boundary of said Northwest Quarter (NW/4);

THENCE North  $89^{\circ} 48' 24''$  West along the North boundary of said Northwest Quarter (NW/4) a distance of 888.00 feet to a point in the East boundary of "WOODLAND HILLS CENTER", an Addition to the City of Tulsa, Tulsa County, Oklahoma;

THENCE Due South along the East boundary of said "WOODLAND HILLS CENTER" a distance of 794.32 feet to the Southeast corner of said "WOODLAND HILLS CENTER" Addition;

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THENCE Continuing Due South a distance of 60.10 feet to a point in the Northerly boundary of "WOODLAND HILLS VILLAGE" an Addition to the City of Tulsa, Tulsa County, Oklahoma;

THENCE South  $86^{\circ} 16' 24''$  West along the Northerly boundary of said Addition a distance of 0.00 feet;

THENCE Southwesterly along the Northerly boundary of said "WOODLAND HILLS VILLAGE" addition on a curve to the left, having a central angle of  $12^{\circ} 21' 44''$  a radius of 239.91 feet for a distance of 51.76 feet;

THENCE South  $73^{\circ} 54' 40''$  West along the North boundary of said "WOODLAND HILLS VILLAGE" Addition a distance of 98.48 feet;

THENCE Southwesterly along the North boundary of said "WOODLAND HILLS VILLAGE" Addition on a curve to the right having a central angle of  $16^{\circ} 05' 20''$  a radius of 1445.11 feet for a distance of 405.79 feet;

THENCE Due West along the North boundary of said "WOODLAND HILLS VILLAGE" Addition a distance of 114.00 feet to a point in the West boundary of said Northwest Quarter (NW/4);

THENCE Due South along the West boundary of said Northwest Quarter (NW/4) a distance of 1690.78 feet to the Point of Beginning, containing 57.103 Acres.

AND WHEREAS, the above OWNERS have caused the above described tract to be surveyed, staked, platted and subdivided into lots, blocks, and streets and have designated the same as SUNWOOD HILLS, an Addition to the City of Tulsa, Oklahoma.

NOW, THEREFORE, the undersigned OWNERS do hereby dedicate for public use all of the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title of the subdivision of said tract "(hereinafter referred to as lots) the undersigned do hereby impose the following restrictions and reservations and create the easements which shall be binding upon them, their successors and assigns, to-wit:

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PROTECTIVE COVENANTS & RESTRICTIONS

1. These covenants, conditions and reservations are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997, at which time the same shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change same in whole or in part.

2. If the parties hereto, or any of them, or their heirs, 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 property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating the same and either to prevent him or them from so doing or to recover damages or other dues for such damages.

3. Invalidation of any one of these covenants, restrictions or conditions shall in no way effect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract shall be known, described and used solely as residential lots, and no structures shall be erected on any residential lot other than one detached single-family house, at least one story in height, with a two-car carport, except Lots 1 and 36, Block 3.

5. No residence 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 residence shall be located nearer than five (5) feet to any side lot line or property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the structure. A residence erected on a corner lot may front on either property line so long as set-back is observed.

6. No fence shall be constructed beyond the front line of any lot in this addition and no fence of any residential lot shall be more than six (6) feet in height.

7. No residential structure shall hereafter be erected or placed on any building plot which has an area less than the minimum lot area of any lot shown on the attached plat.

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8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract 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.

10. No dwelling shall hereafter be erected or placed upon any lot which has a roof pitch of less than 4 inches in 12 inches. No asbestos material is to be used on the exterior walls of any dwelling. All exterior wall elevations to a height of 8'-0" above the finish floor shall be at least 25% masonry.

11. No dwelling shall hereafter be erected on any lot in said tract in which the floor area or the main structure, exclusive of one story open porches and garages, shall be less than 1,000 square feet.

12. No animals, including fowls, shall be raised, bred or kept on any lot at any time, except that not more than two each of any common household pet (which are not used, bred or maintained for any commercial purpose) may be kept. All household pets must be kept fenced or tied up.

13. Prior to the start of construction, all house plans must be approved by an Architectural Review Committee selected by the above OWNERS.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, association of property owners, or utility is responsible.

15. The undersigned OWNERS further dedicate to the public forever easements and right-of-ways 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,

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together with all fittings and equipment for each of such facilities including the poles, wire, valves, conduits, pipes, meters, and other appurtenances thereto, with the right of ingress and egress to and upon said easement and right-of-ways for the uses and purposes aforesaid together with similar right in each and all of the streets and alleys shown on said plat. PROVIDING HOWEVER, that the undersigned OWNERS hereby reserve the right to construct, maintain, operate lay or relay water 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 alleys shown in said plat, and over, across and along side all strips of land included within the easements shown thereon, both for the purpose of furnishing water to the area included in said plat and to other areas.

16. a) Overhead pole lines for the supply of electric and telephone service may be located along the North, South and West perimeters of said Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved 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.

b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, 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 and telephone 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 and telephone 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 electric and telephone facilities so installed by it.

d) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric

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facilities. The Company will be responsible for ordinary maintenance of underground electric and telephone 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 electric and telephone facilities shall be enforceable by the supplier of electric and telephone service, and the owner of each lot agrees to be bound hereby.

HAL R. SUNDDVAHL

KHRIS E. SUNDDVAHL

STATE OF OKLAHOMA    )  
                              ) ss  
COUNTY OF TULSA     )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of March 1977, personally appeared HAL. R. SUNDDVAHL, II and KRIS E. SUNDDVAHL, each to me known to be the identical person who executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand seal of office the say and year above written.

DONNA HISON ZOSLPO, Notary Public  
(SEAL) Commission expires March 26, 1977.

#### CERTIFICATE OF SURVEY

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNERS designated above made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 17th day of March 1977.

(SEAL)

K. N. COX & ASSOCIATES, ENGINEERS  
By: K. N. Cox,  
Registered Land Surveyor

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STATE OF OKLAHOMA     )  
                              ) ss  
COUNTY OF TULSA     )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 17th day of March, 1977, personally appeared K. N. COX to me known to be the identical person who executed the within and foregoing instrument 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 K. N. COX & ASSOCIATES, ENGINEERS, for the uses and purposes therein set forth.

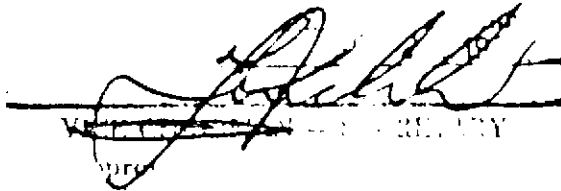
Given under my hand and seal of office the day and year above written.

DONNA HISON ZOSLPO, Notary Public

(SEAL) Commission expires March 26, 1977

FINAL PLAT  
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on Oct 20, 1977.



This approval is void if this plat is not filed in the office of the County Clerk on or before April 30, 1977.

Wm. D. Von Drehle  
for City Engineer

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CERTIFICATE

As provided in Title II, Chapter 13, Section 514 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 514, has been provided in the amount of \$2,843.15 per trust No. 416 to be applied to 1977 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 1977 taxes in full but is given in order that this plat may be filed of record. 1977 taxes could exceed the amount of the security deposit.

Dated March 18, 1977.

(SEAL)

JOHN F. CANTRELL

Tulsa County Treasurer

By: Judy Blickensderfer, Deputy.

#566281

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

Dated: May 20, 1977

Filed: June 2, 1977 at 4:17 P.M.

Recorded in Book 4267 Page 423

This Declaration of Covenants, Conditions and Restrictions and Agreement for Maintenance of Private Retention and Drainage Facilities made this 20<sup>th</sup> day of May, 1977, by Hal R. Sundvahl II and Khrist E. Sundvahl, husband and wife, hereinafter referred to as "Declarants."

WHEREAS, Declarants are the owners of the following described real property situated in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

All of SUNWOOD HILLS, an addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, and

WHEREAS, Declarants desire to provide for the construction, utilization and private maintenance of certain stormwater drainage retention facilities to be located on Lot 36, Block 3, SUNWOOD HILLS, an addition to the City of Tulsa, Oklahoma, and to provide for and insure the maintenance of such facilities; and, to this end, desire to subject Lot 36, Block 3 of said addition to the covenants, restrictions, easements, charges and liens, hereinafter set forth, which are for the benefit of the property and for the City of Tulsa, Oklahoma, a Municipal corporation; and

WHEREAS, the Declarants, as the developers of SUNWOOD HILLS have requested, in lieu of dedication to the public and the City of Tulsa, Oklahoma, to retain ownership and privately maintain the stormwater drainage retention facilities to be located on said Lot 36, Block 3, of said addition; and, it is the desire of the Declarants and the City of Tulsa, Oklahoma, to provide for and to insure the maintenance

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and operation of the stormwater drainage retention facilities, administration and enforcement of the covenants and restrictions and collection and disbursement of the assessments and charges hereinafter created; *Return to Nettie Goo-*

NOW, THEREFORE, the Declarants declare that Lot 36, Block 3, SUNWOOD HILLS, an addition to the City of Tulsa, Oklahoma, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth, which covenants, conditions and restrictions shall run with the land and shall be binding upon all owners of Lot 36, Block 3, their heirs, executors, administrators, trustees, successors, and assigns, and does hereby establish and declare these declarations of covenants, conditions and restrictions and agreement for private maintenance of stormwater drainage retention facilities.

#### ARTICLE I

##### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in the City of Tulsa, Tulsa County, Oklahoma, and is more particularly described as follows, all of which real property shall hereinafter be referred to as "The Properties;"

Lot Thirty-Six (36), Block Three (3), SUNWOOD HILLS, an addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

together with the abutting streets, parking areas, parks and other areas, and intending to describe the entire lot and all of the real estate within the exterior boundaries of said lot, and the improvements erected thereon.

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ARTICLE II

DRAINAGE AND RETENTION FACILITIES

Section 1. Location and Construction. The drainage channels, storm sewer pipes, and retention facilities shall be located as shown and described on the recorded plat of SUNWOOD HILLS, and as shown on the "Exhibit A," attached hereto, incorporated herein by reference, and made a part hereof as if set forth fully in this paragraph. Said drainage channels, storm sewer pipes and retention facilities shall be located on and within Lot 36, Block 3, Sunwood Hills, and contained within those areas shown and identified on the attached "Exhibit A."

The drainage and retention facilities shall be constructed and maintained in accordance with the plans and specifications approved by the office of the City Engineer of the City of Tulsa. The City Engineer shall have the right to inspect the construction of the drainage and retention facilities and require the correction of any construction not in compliance with the approved plans and specifications. There shall be no alterations in the drainage and retention facilities construction without the prior written consent of the City Engineer.

Section 2. Restriction on Buildings. No building may or shall be erected or permitted to remain within those areas shown on the plat of Lot 36, Block 3, Sunwood Hills, as building lines, or within the areas identified on the attached "Exhibit A." This limitation shall not apply to the erection or construction of necessary storm water or retention facilities, and the Declarants specifically reserve the right to use such areas as open space, recreational areas, or other related accessory uses to the apartment complex and structures to be erected on Lot 36, Block 3.

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ARTICLE III  
MAINTENANCE OF DRAINAGE AND RETENTION FACILITIES;  
COLLECTION OF CHARGES THEREFOR;  
ENFORCEMENT BY THE CITY OF TULSA

Section 1. Maintenance of Drainage and Retention

Facilities and Collection of Charges Therefor. The owners of said Lot 36, Block 3, shall repair and maintain the storm water drainage easements, storm water pipes and retention facilities and improvements thereon as shown on the attached Exhibit A in a good and workmanlike manner and at all times to insure that the drainage channel, storm water pipes, retention facilities and improvements shall operate satisfactorily for the purposes for which it is designed. In the event the owners of Lot 36, Block 3 neglect or fail to maintain and repair the drainage and retention facilities, the City of Tulsa, Oklahoma shall have an easement and right to enter upon the property and maintain and repair the drainage channel and retention facilities and to charge the reasonable cost of repair and maintenance to the owners of Lot 36, Block 3, Sunwood Hills, in the following manner:

(A) Normal Repairs and Maintenance. At any time that in the opinion of the City Engineer of Tulsa, Oklahoma, the owners of said Lot 36, Block 3, have failed or neglected to properly maintain or repair the drainage and retention facilities as stated above, the office of the City Engineer of Tulsa, Oklahoma shall notify the Declarants or their successors in title, in writing, setting forth the items of repair and maintenance to be performed. Said notice shall be effective when mailed to any one of the owners of said Lot 36, Block 3, SUNWOOD HILLS addition to their last known address as shown by the records of the office of the County Assessor of Tulsa County, Oklahoma, on the assessor's tax roll records. The owners of Lot 36, Block 3, shall begin the repair and maintenance of the items specified in the notice within ten (10) days of the date of the notice, and shall proceed to perform said

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fail or neglect to pay the charges for repair and maintenance to the City of Tulsa within sixty (60) days following the receipt of a detailed, itemized statement of the charges therefor, the City of Tulsa, Oklahoma, may bring an action in law against the Declarants or their successors in title, for such charges, to pay their obligation and to foreclose the lien against the property, in the manner and as set forth herein below in subparagraph (D).

(D) Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the City of Tulsa. If any assessment or charge provided for in this agreement or part thereof is not paid on the date when due, as specified in subparagraph (C) herein above, then such assessment or charge, or any other installment or part thereof, shall thereupon become delinquent, and shall, together with interest, costs, and a reasonable attorneys' fee as hereinafter provided, become a continuing lien on the property which shall bind such property in the hand of the then owners, their heirs, devisees, personal representatives, successors and assigns, and successors in title. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title, unless expressly assumed by them. If the assessment or any part thereof, is not paid within thirty (30) days after its due date, the assessment, or other installment or part thereof, shall bear interest from the date of delinquency (its respective due date) until fully paid at the rate of ten percent per annum, and the City of Tulsa may declare the entire amount of such assessment, only a part of which may then be in default, to be immediately due and payable, without notice to or demand upon the then owner in default, at the option of the City of Tulsa, and the City of Tulsa may bring an

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Guaranty Abstract Comp action at law against the owner personally obligated to

pay the same upon his obligation and, at the option of the City of Tulsa, to foreclose the lien against the real property, and there shall be added to the amount of such assessment interest, costs, and a reasonable attorneys' fee. A suit to recover a money judgment for any and all delinquent assessments, together with interest, costs and a reasonable attorneys' fee, may be maintained by the City of Tulsa, without foreclosing or waiving the lien therefor created herein.

Section 2. Easement for Maintenance and Repairs. The Declarants, for themselves, their heirs, executors, administrators, trustees, successors and assigns, and successors in title, do hereby grant and convey unto the City of Tulsa, Oklahoma, its successors and assigns, a perpetual easement over, under, through and across those areas identified on the attached "Exhibit A," and described hereinbefore for the location of the drainage and retention facilities, for the several purposes of access to and maintenance of or repair of the drainage and detention facilities, and structures in accordance with the provisions contained herein, in this Article III.

Section 3. Liability. Nothing herein contained shall obligate or require the City of Tulsa to perform or exercise their rights granted herein, and the City of Tulsa shall in no way be liable in any manner to any person or owner whatsoever for such non-performance.

The declarants covenant and agree to indemnify, defend, save and hold the City of Tulsa harmless from any and all types of actions, suits, damages, dues, costs or judgments, arising from, caused by or as a result of the construction of the drainage and retention facilities on Lot 36, Block 3, and it is further covenanted and agreed that the then owners of Lot 36, Block 3, shall indemnify, defend, save and hold said city harmless from any and all types of actions, suits, damages, dues, costs or judgments, arising from, caused by or as a result of the then owners maintenance, operation or repair of the drainage and retention

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facilities on Lot 36, Block 3, whether or not such actions, suits, damages or claims are for damages or injuries occurring within or without said Lot 36, Block 3, and any such costs, damages or judgments ultimately adjudged against the City of Tulsa as a result of the construction, operation, maintenance or repair of said facilities shall also be a lien on said Lot 36, Block 3, as provided in Subparagraph "C" of Section 1 of this Article III, and may be collected in the same manner as provided in subparagraph "D" of Section 1 of this Article III.

Section 4. Restriction on Partition or Abandonment. The covenants and easements contained in this agreement shall be covenants running with the land, and shall be binding upon the owners of Lot 36, Block 3, Sunwood Addition, their heirs, executors, administrators, trustees, successors and assigns, and shall be an easement or burden upon said Lot 36, Block 3, and shall be enforceable in equity or in law by the City of Tulsa, Oklahoma. Unless the City of Tulsa, Oklahoma has given its prior written approval, the Declarants, or their successors in title, shall not

(A) change or remove the obligations of any owner to pay the assessments or charges provided herein;

(B) partition or subdivide Lot 36, Block 3, Sunwood Hills,

(C) repeal, vacate, amend, or modify in any respect whatsoever this agreement, and no such modification, vacation or agreement shall be effective until reduced to writing, signed by all the parties hereto, their successors or assigns, and filed for record in the office of the County Clerk of Tulsa County, Oklahoma.

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Section 5. Duration. This declaration of covenants, conditions and restrictions shall be binding upon and inure to the benefit of the parties hereto, and all persons claiming under them, until July 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by written agreement of the parties hereto, their heirs, successors or assigns or their successors in title, it is agreed to vacate, terminate, amend or change this declaration in whole or in part. If the parties hereto, or their successors in title to Lot 36, Block 3, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the City of Tulsa to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

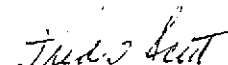
IN WITNESS WHEREOF, the undersigned, being the Declarants, have caused this Declaration and Agreement to be executed on this 20 day of May, 1977.

  
HAL R. SUNDVAHL II

  
KRIS E. SUNDVAHL

THE CITY OF TULSA, OKLAHOMA, a  
municipal corporation

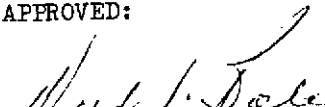
ATTEST:

  
James Scott  
City Auditor

By:   
Robert G. La Fortune  
Mayor

MAY 27 1977

APPROVED:

  
Wade L. Dale  
City Attorney

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Guaranty Abstract Company

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of May, 1977, personally appeared HAL R. SUNDVAHL II and KHRIS E. SUNDVAHL, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

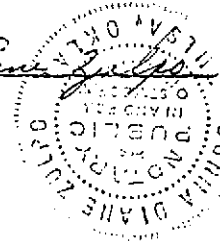
GIVEN under my hand and seal of office the day and year above written.

(SEAL)

Donna Diane Zupke  
Notary Public

My commission expires:

March 26, 1981



STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS:

Before me, the undersigned Notary Public, in and for said County and State, on this 27th day of May, 1977, personally appeared ROBERT J. LaFORTUNE, the Mayor of The City of Tulsa, Oklahoma, a municipal corporation, to me known to be the identical person who executed the within and foregoing instrument as the Mayor of said municipal corporation, 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 said municipal corporation, for the uses and purposes therein set forth.

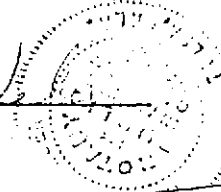
GIVEN under my hand and seal of office the day and year above written.

(SEAL)

Margaret W. [Signature]  
Notary Public

My commission expires:

Dec 15, 1980



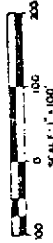
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Guaranty Abstract Company

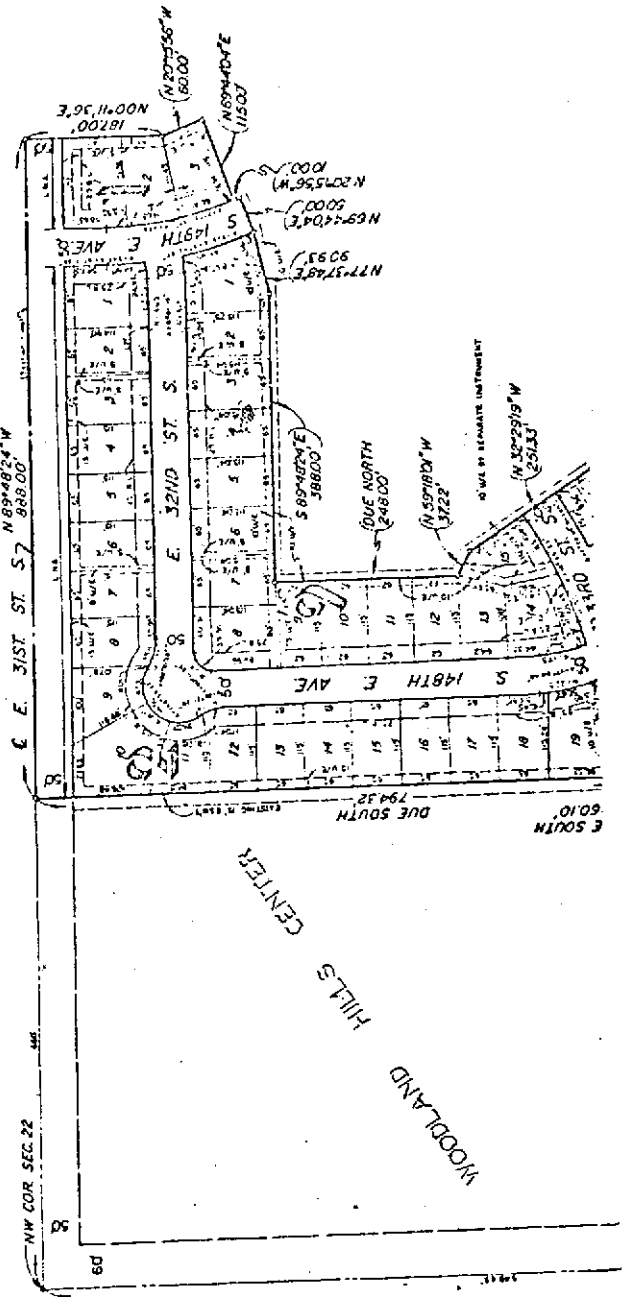
AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY OKLAHOMA, BEING A RESUBDIVISION OF WOODLAND HILLS VILLAGE AND A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 14 EAST.

**ENGINEER**  
**K. N. COX & ASSOCIATES**  
**324 MAIN WALL, SUITE 200**  
**TULSA, OKLAHOMA 74103**  
**TEL. (918) 583-7588**

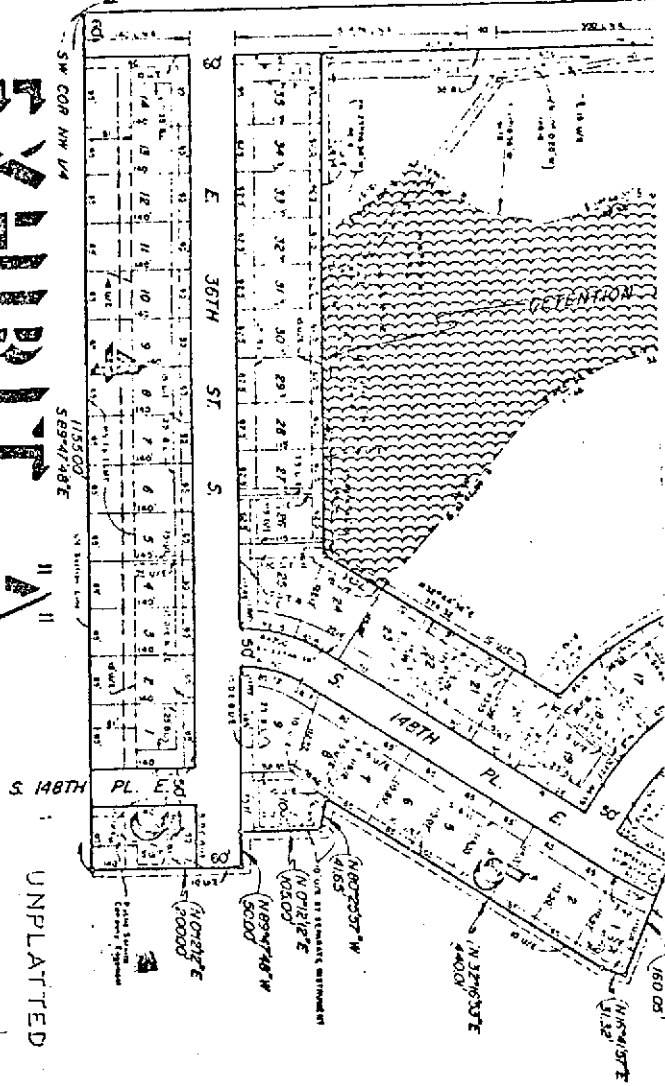
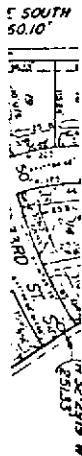
BL = BUILDING LINE  
 WE = UTILITY EASEMENT  
 LNA = LIMITS OF NO ACCESS  
 ○ DENOTES DRAINAGE EASEMENT & UTILITY EASEMENT



UNELATED



# EXHIBIT A



434

UNPLATTED

DUE SOUTH 1690 78'      E      S      145TH      E      AVE 7

