

145807

COMPARED

RESTRICTIONS, RESERVATIONS AND COVENANTS ON AND PERTAINING
TO CHEROKEE HEIGHTS ADDITION TO THE CITY OF BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, the undersigned, BARTLESVILLE DEVELOPMENT COMPANY, a corporation, PRESTON G. GADDIS, TERRANCE F. LOBAUGH and HELEN TYLER BEESLEY, as the owners, have caused to be surveyed and platted as an addition to the City of Bartlesville, Washington County, Oklahoma, under the name of Cherokee Heights Addition, the following described real estate in said county, to-wit:

A tract of land bounded and described as follows:

Beginning at the SE corner of $W\frac{1}{2}$ of $SW\frac{1}{4}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of SEC. 13, TOWNSHIP 26 NORTH, RANGE 12 EAST in Washington County, Oklahoma, thence EAST along the $1/2$ section line of said SECTION 13, a distance of 123.61 FEET to the WESTERLY boundary line of public highway; thence S. $3^{\circ} 46'$ W a distance of 3.37 FEET to the point of a curve having a radius of 2586.64 FEET; thence SOUTHERLY along the line of said curve a distance of 361.15 FEET to the point of tangent; thence S $4^{\circ} 14'$ E a distance of 222.7 FEET to the point of a curve having a radius of 1597.36 FEET, thence SOUTHERLY along the line of said curve a distance of 501.83 FEET to the point of tangent, thence S $13^{\circ} 46'$ W a distance of 248.22 FEET to a point which is the intersection of the SOUTH line of the $NE\frac{1}{4}$ of $SE\frac{1}{4}$ of

SECTION 13, TOWNSHIP 26 NORTH, RANGE 12 EAST, with the WESTERLY line of aforesaid highway; thence N 89° 49.7' W a distance of 370.2 FEET to the S.W. corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said SECTION 13; thence N 0° 5.2' W a distance of 1983.65 FEET to the N.W. corner of the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said SECTION 13; thence N 89° 57.8' E along NORTH line of said W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said SECTION 13 a distance of 331 FEET to the N.E. corner of last described tract; thence S 0° 7.5' E a distance of 659.4 FEET to the point of beginning;

and have caused the same to be sub-divided into lots, blocks, streets, avenues, drives and public ways and have dedicated the same to the public use, subject to certain restrictions, reservations and covenants referred to in said dedication;

NOW, THEREFORE, said owners declare that the land shown on said plat above referred to is held and shall be conveyed subject to the following RESTRICTIONS, RESERVATIONS AND COVENANTS, to-wit:

1. USE:

The lots in the aforesaid addition are for private residences only; and no store, flat, apartment house or commercial buildings of any kind or sort whatsoever shall be erected or maintained thereon for a period of twenty years from date of dedication, except such private or individual dwelling houses and such outbuildings^{as} are customarily appurtenant to residences, each dwelling house being designed for occupancy by a single family only, excepting in the case of duplex dwellings, the erection of which shall be permitted.

2. COST OF BUILDINGS:

No residence shall be built upon any lot in this addition which shall cost less than \$5000.00, inclusive of the cost of other subsidiary buildings and improvements thereon; Provided, no duplex dwelling costing less than \$7500.00 shall be erected in said addition. No building from any other location shall be moved onto any lot in this addition.

3. FRONTAGE:

Each residence shall front, and present a good frontage on the street which the lot fronts, and any residence that may be erected upon a corner lot in said addition shall have a presentable frontage on both streets.

4. SET BACK OF BUILDINGS FROM STREET LINE:

No residence or outbuilding or part thereof shall be erected closer to the street or streets than the building line limit (30 feet) indicated on the official plat of this addition, with the following exceptions to-wit: due to the irregularity of LOTS 1,2,3 and 4 in BLOCK 1; LOT 1 in BLOCK 2; LOTS 9,10,11,12,13,14, 15 and 16 in BLOCK 3; and LOTS 10, 11, 12, 13, 14, 15, 16 and 17 in BLOCK 4, the building line limit shall be as agreed upon^{by} the dedicator owning the tract embracing such lot or lots and the original purchaser at the time of the purchase of any such lot or lots. No fences, walls or similar structures shall be erected beyond such building line limit except with the written consent of a majority of the dedicators.

5. FREE SPACE:

No residence or any projecting part thereof such as cornices, porches, chimneys or bay windows shall be placed closer to any side lot than five feet. The total width of any residence and outbuildings, including garage, or garages, whether attached or not, shall not exceed 80 percent of the width of the front building line of any lot.

6. OWNERSHIP OR OCCUPANCY:

None of the lots shown on said plat shall be conveyed, leased or given to, and no building erected thereon shall be used or owned or occupied by any person not of the White or Indian races, except that servants not of the White or Indian races may occupy a servant's house or quarters located on any of said lots when employed by the occupant of the residence.

7. EASEMENTS RESERVED IN LOTS:

The undersigned reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "Easements", sewer and other pipe lines, conduits, poles and wires and any other method

of conducting or performing any public or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance. The undersigned shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of said property, and each of them shall have such right at any time to so extinguish or vacate such easements and rights-of-way as to the real estate respectively owned by them as described in the dedication on the plat of said addition.

8. BILLBOARDS, SIGNS AND MISCELLANEOUS STRUCTURES:

No billboards or advertising signs shall be erected or maintained upon any lots in this addition nor shall any building or structures be erected thereon for advertising purposes. No permanent provision shall be made for the housing of poultry, cows, horses, or other livestock on any lot.

9. DURATION:

All of the restrictions herein set forth shall continue and be binding upon the undersigned and upon their heirs, successors and assigns for a period of twenty years from date of dedication and shall automatically be extended thereafter for successive periods of ten years: provided, however, that the owners of the fee simple title to the lots having more than fifty percent of the front feet of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restriction created by deed from any one of the undersigned, at the end of the first twenty years period or of any successive ten years period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Washington County at least three years prior to the expiration of the first twenty years period, or of any ten years period thereafter.

10. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns. And all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction 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 said 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 above set forth in addition to ordinary legal actions for damages, and failure of the undersigned or the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do ^{so} thereafter.

Dated this 10th day of MARCH, 1938.

Attest:

W. L. WATKINS, Secretary

(Seal, BARTLESVILLE DEVELOPMENT
COMPANY, Bartlesville, Oklahoma)

BARTLESVILLE DEVELOPMENT COMPANY, a corporation,

By C. E. BURLINGAME, Vice-President.

PRESTON G. GADDIS
PRESTON G. GADDIS

TERRANCE F. LOBAUGH
TERRANCE F. LOBAUGH

HELEN TYLER BEESLEY
HELEN TYLER BEESLEY

STATE OF OKLAHOMA

SS
WASHINGTON COUNTY

Before me, a Notary Public in and for said County and State, on this 10th day of MARCH, 1938, personally appeared C. E. BURLINGAME, to me known to be the identical person who

subscribed the name of the maker thereof to the within and foregoing instrument as its Vice-President and acknowledged to me that he executed^{and} the same as his free and voluntary act and deed/as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

My commission expires MARCH 14, 1938.

MARTHA W. CAMPBELL, Notary Public.

(Seal of MARTHA W. CAMPBELL, Notary Public in and for State of Okla., Bartlesville, Okla.)

STATE OF OKLAHOMA
SS
WASHINGTON COUNTY

Before me, a Notary Public in and for said County and State, on this 10th day of MARCH, 1938, personally appeared PRESTON G. GADDIS, TERRANCE F. LOBAUGH and HELEN TYLER BEESLEY 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.

MARTHA W. CAMPBELL, Notary Public.

My commission expires MARCH 14, 1938

(Seal of MARTHA W. CAMPBELL, Notary Public in and for State of Okla., Bartlesville, Okla.)

Filed for Record MAR 11 1938 at 1:50 o'clock P. M.

T. R. WILSON, County Clerk

By M. McSWAIN, Deputy

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