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DEDICATION OF FEDERAL HOMES ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, NA DEAN SKINNER, the owner of the hereinafter described land, and LEESKINNER, husband of the said NA DEAN SKINNER; F. J. SPIES, JR., as mortgagee named in a certain mortgage on part of said land, the part covered by said mortgage being the SOUTH 675 FEET of the WEST HALF of the EAST HALF of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 1 in TOWNSHIP 26 NORTH, RANGE 12 EAST (with other land); JOHN H. CREW as mortgagee named in a certain mortgage on part of said land hereinafter described, the part covered by said mortgage being the SOUTH 675 FEET of the EAST HALF of the EAST HALF of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 1 in TOWNSHIP 26 NORTH, RANGE 12 EAST (with other land), and CITY REALTY COMPANY, a corporation, as mortgagee named in a certain mortgage on part of said land hereinafter described, the part covered by said mortgage being the SOUTH 675 FEET of the WEST HALF of the EAST HALF of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER OF SECTION 1 in TOWNSHIP 26 NORTH, RANGE 12 EAST (with other land), and the WEST 202.26 FEET of BLOCK 4 in PEMBERTON PLACE, City of Bartlesville, Oklahoma, and the EAST 135 FEET of the SOUTH 200 FEET of BLOCK 4 in PEMBERTON PLACE, City of Bartlesville, Oklahoma, all of said land being in Washington County, State of Oklahoma, all of said persons named have caused the said hereinafter described property to be surveyed and platted into BLOCKS and LOTS as an addition, under the name of FEDERAL HOMES ADDITION to the City of

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Bartlesville, Oklahoma, and have caused said land to be subdivided into lots, blocks and streets and alleys, as shown on the accompanying plat, and they do hereby dedicate unto the perpetual use of the public the streets and alleys indicated in the attached plat of said FEDERAL HOMES ADDITION to the City of Bartlesville, on the conditions herein specified, the total of said land being described as follows, to-wit:

The SOUTH 675 FEET of the EAST HALF of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 1 in TOWNSHIP 26 NORTH, RANGE 12 EAST; The WEST 202.16 FEET of BLOCK 4 in PEMBERTON PLACE, City of Bartlesville, and the EAST 135 FEET to the SOUTH 200 FEET of BLOCK 4 in PEMBERTON PLACE, City of Bartlesville, all in Washington County, Oklahoma.

RESTRICTIONS AND RESERVATIONS

The undersigned hereby declare that the land shown on said plat above referred to and above described is held and shall be conveyed subject to the following stipulations and restrictions as to the use thereof;

1. The lots described in said plat shall be known and used only as residential lots, and no residence shall be erected thereon to exceed one and one-half stories in height, may have a one or two car garage, said garage may be either attached or detached. Each residence erected in said addition shall be connected to sanitary sewer lines, and no outdoor toilet shall be permitted.
2. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No building shall be located nearer than 7 feet to any side lot line except that the said line restrictions shall not apply to a detached garage or other outbuilding located 65 FEET or more from the front lot line, except lots 13 and 14 in BLOCK 4, which LOTS shall have a side lot line of 5 FEET.
3. The lots as shown on said plat shall not be resubdivided. One story dwelling houses erected thereon shall have not less than 500 square feet of floor area, exclusive of garages and porches; $1\frac{1}{2}$ story houses shall have a minimum ground floor area of 400 square feet. No structures shall be erected on any lots except structures built of standard milled lumber or superior materials such as stucco, brick, tile or concrete. All outside buildings must conform in design to the main house on the lot where located. No dwelling costing less than \$1750.00 shall be erected on any lot.
4. No noxious or offensive trade shall be carried on, on any of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business building of any type shall be erected thereon nor shall any commercial business be carried on at any time.
5. No race or nationality other than the Caucasian race or American Indian shall use, own or occupy any lot or any building on any lot, except this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed on the property by an owner or tenant living on the property.
6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall at any time be used as a residence, temporary or permanent, nor shall any garage apartment be constructed or occupied by any person or persons upon said property.
7. No structure of any type shall be moved from another location and placed on any lot in said addition.
8. An easement is hereby reserved for utility installation and maintenance on the areas as indicated for easements on the plat of said addition.
9. The housing or keeping of domestic animals, except dogs and cats, on any of the property is prohibited.
10. No building shall be erected, placed, or altered on any building plot in this addition until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of LEE SKINNER, J. DOUGLAS

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LANE and A. J. WHITSELL, or their authorized representative, for conformity and harmony of external design with existing structures in the addition or subdivision; and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until JANUARY 1, 1945, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

11. All of the restrictions above set out shall be binding upon the present owner and upon the purchaser of any portion of said addition and upon their heirs, assigns and legal representatives until JANUARY 1, 1967, and shall continue after that time unless changed by agreement in writing between the owners of a majority of the area of said addition. 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.

12. The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantor herein or any owner of any part of said addition shall have the right to enforce said restrictions in any court of competent jurisdiction, either by suit or injunction, to prevent the violation of such restrictions, or to recover damages for a violation of such restrictions.

IN WITNESS WHEREOF, The said parties above named have hereunto set their hands this 14th day of JUNE, 1940.

NA DEAN SKINNER

LEE SKINNER

F. J. SPIES, JR.

JOHN H. CREW

(Corporate Seal)

ATTEST:

CITY REALTY COMPANY, a corporation,

HELEN E. JOHNSTON,
Secretary of City Realty Company,
a corporation.

By PAUL X. JOHNSTON, Its President.

(CORPORATE SEAL, CITY REALTY COMPANY, OKLAHOMA.)

STATE OF OKLAHOMA,
SS:
WASHINGTON COUNTY,

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of JUNE, 1940, personally appeared NA DEAN SKINNER and LEE SKINNER, wife and husband, and F. J. SPIES, JR., 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.

WITNESS my hand and official seal the day and year last above written.

(Seal) My commission expires JAN. 23, 1943

J. D. LANE, Notary Public

(Seal of J. D. LANE, Notary Public, in and for State of Oklahoma, Bartlesville, Oklahoma.)

STATE OF OKLAHOMA,
OKLAHOMA COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of JUNE, 1940, personally appeared JOHN H. CREW, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he

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executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL)

ENA DAVENPORT, Notary Public

My commission expires 8-24-42

(Seal of ENA DAVENPORT, Notary Public in and for State of Oklahoma, Oklahoma City, Okla.)

STATE OF OKLAHOMA

SS:

OKLAHOMA COUNTY

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of JUNE, 1940, personally appeared PAUL X. JOHNSTON, to me known to be the identical person who subscribed the name of CITY REALTY COMPANY, a corporation, one of the makers thereof to the within and foregoing instrument as its president 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 corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(Seal)

ENA DAVENPORT, Notary Public

My commission expires 8-24-42

(Seal of ENA DAVENPORT, Notary Public, in and for State of Oklahoma, Oklahoma City, Okla.)

Filed for Record JUN. 27, 1940 at 3 o'clock P. M.

MRS. H. H. MONTGOMERY, County Clerk

By L. ALEXANDER, Deputy

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