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149926

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of MAY, 1939, by and between T. J. CRAIG, and DOROTHY CRAIG, his wife, and C. WALDO BERRY, a single man, ANNA MAE BERRY, a single woman, and MABEL-BERRY, a single woman, and A. B. ERNZEN and BONNIE ERNZEN, his wife, and H. O. MILLER and ALETHA MILLER, his wife, and A. H. GIBSON, a single man, and J.H. McCRARY, and VERA McCRARY, his wife, and EMMA EALY, a widow,

WHEREAS, the parties above named are the owners of the following described real estate in Washington County, Oklahoma, to-wit:

T. J. CRAIG and DOROTHY CRAIG:

LOTS 1, 2 and 3, in BLOCK 174.

C. WALDO BERRY, ANNA MAE BERRY, and MABEL-BERRY:

LOTS 4, 5 and 6 in HOCK 174.

A. B. ERNZEN and BONNIE ERNZEN:

LOTS 7, 8 and 9, BLOCK 174.

H. O. MILLER and ALETHA MILLER:

LOTS 10, 11 and 12, BLOCK 174.

A. H. GIBSON:

LOTS 16 to 24, inclusive in BLOCK 174, and LOTS 1 to 12, inclusive, BLOCK 189.

J. H. McCRARY and VERA McCRARY:

LOTS 1 to 9, inclusive, and LOTS 13 to 24 Inclusive, BLOCK 163.

~~EMMA EALY:~~ LOTS 10, 11, and 12, in BLOCK 163

ALL IN IDA F. GIBSON ADDITION to the City of Dewey, Oklahoma, according to the Recorded PLAT thereof,

and,

WHEREAS, it is the desire of the parties hereto to impose certain restrictive covenants on the above described property, which shall run with the land and be binding on their heirs, assigns, or grantees.

NOW, THEREFORE, in consideration of \$1.00 in hand paid, receipt of which is hereby acknowledged, the parties hereto agree that the following restrictive covenants shall be and are hereby imposed upon the above described land:

1. The lots herein described shall be known and described as residential lots and no residence shall be erected thereon other than one single family dwelling house, not to exceed two stories in heights and a one or two car garage, said garage to be attached to said dwelling house.

2. No buildings shall be erected on any of said lots nearer than 29 FEET to, nor further than 35 FEET from the front lot line, nor nearer than 5 FEET to any side lot line, and further provided that on no corner lot shall any structure be permitted nearer than 10 FEET to the side street lot line.

3. The lots herein described shall not be subdivided into building plots of less than 7,700 square FEET of area or width of less than 55 FEET each. Any one story dwelling house erected thereon shall have not less than 720 Square FEET of front area, exclusive of garages and porches. Any house of a story and a half erected thereon shall not have less than 550 Square FEET of floor area, exclusive of garages and porches.

4. No noxious or offensive trade shall be carried on on the above described property, nor shall anything be done thereon which may be or become <sup>an annoyance or</sup> 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 or occupy any building on any lot, except this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

6. No trailer, basement, tent, shack, garage, barn or other out building erected on said property shall at any time be used as a residence, temporary or permanent, nor shall any garage apartments be constructed or occupied by any person or persons upon said property.

7. No structure of any type shall be moved on to said property.

8. A perpetual easement is reserved over the rear five FEET of the property <sup>herein</sup> described for

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utility installation and maintenance.

9. These covenants and restrictions are to run with the land and shall be binding on all persons and said parties claiming under them until JANUARY 1, 1966.

10. If the parties hereto or any of them or their heirs, assigns or grantees shall violate or attempt to violate any of the covenants or restrictions herein before JANUARY 1, 1966, it shall be lawful for any other person or persons owning any property in the neighborhood of said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction.

11. 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.

IN WITNESS WHEREOF, The parties have hereunto set their hands this 2 day of MAY, 1939.

TJC	T. J. CRAIG
DC	DOROTHY CRAIG
WB	C. WALDO BERRY
AMB	ANNA MAE BERRY
MB	MABEL M. BERRY
ABE	A. B. ERNZEN
BE	BONNIE ERNZEN
HOM	H.O. MILLER
AM	ALETHA MILLER
AHG	A. H. GIBSON
JHM <sup>c</sup>	J.H. McCRARY
VMc	VERA McCRARY
	MRS. EMMA EALY

STATE OF OKLAHOMA,  
 SS  
 COUNTY OF WASHINGTON,

BEFORE ME, A Notary Public, in and for said County and State, on this 29th day of MAY, 1939, personally appeared T. J. CRAIG and DOROTHY CRAIG, his wife, - WALDO BERRY, a single man, ANNA MAE BERRY, a single woman, MABEL-BERRY, a single woman, A. B. ERNZEN and BONNIE ERNZEN, his wife, H. O. MILLER and ALETHA-MILLER, his wife, and J. H. McCRARY and VERA McCRARY, his wife, 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.  
 My commission expires: 6/19/1939 H. C. COURTNEY, Notary Public  
 (Seal of H. C. COURTNEY, Notary Public, in and for State of Oklahoma, Dewey, Oklahoma)

STATE OF OKLAHOMA,  
 SS  
 COUNTY OF OSAGE,

BEFORE ME, RAY GATHRIGHT,<sup>a</sup> Notary Public, in and for said County and State, on this 2 day of MAY, 1939, personally appeared A. H. GIBSON, a single man, 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 for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.  
 My commission expires: 12/31/41 RAY GATHRIGHT, Notary Public  
 (Seal of RAY GATHRIGHT, Notary Public, in and for State of Okla., Pawhuska, Okla.)

Filed for Record JUN 14, 1939 at 4:45 o'clock P. M.

MRS. H. H. MONTGOMERY, County Clerk By D. LOTZ, Deputy

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153174 COMPARED

AMENDED RESTRICTIONS

THIS AGREEMENT, made and entered into this FEBRUARY 5, 1940, by and between J. H. Mc CRARY AND VERA Mc CRARY, his wife, -EMMA-EALY, a widow, T. J. CRAIG AND DOROTHY CRAIG, his wife, C. WALDO BERRY, a single man, ANNA MAE BERRY, a single woman, MABEL-BERRY, a single woman, A. B. ERNZEN AND BONNIE ERNSEN, his wife, H. O. MILLER AND ALETHA MILLER, his wife, HUGH AMICK AND RUTH AMICK, his wife U. M. STONE AND VELMA STONE, his wife, and ALEX. O. JOHNSON AND EULA ANN JOHNSON, his wife.

WHEREAS, the parties above named are the owners of the following described real estate in Washington County, Oklahoma, to-wit:

J. H. Mc CRARY and VERA Mc CRARY:

LOTS 1 to 4 and EAST 15 FEET OF LOT 5,  
WEST 5 FEET OF LOT 7 and LOTS 8 and 9,  
LOTS 13 to 24, inclusive, BLOCK 163, and  
LOTS 19 to 24, inclusive, in BLOCK 174,  
and LOTS 1 to 9, inclusive, in BLOCK 189;

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EMMA-EALY:	LOTS 10 to 12, inclusive, in BLOCK 163;
T. J. CRAIG and DOROTHY CRAIG:	LOTS 1 to 3, inclusive in BLOCK 174;
C. WALDO BERRY, ANNA MAE BERRY and MABEL-BERRY:	LOTS 4 to 6, inclusive, in BLOCK 174;
A. B. ERNZEN and BONNIE ERNZEN:	LOTS 7 to 9, inclusive, in BLOCK 174;
H. O. MILLER and ALETHA MILLER:	LOTS 10 to 12, inclusive, in BLOCK 174;
HUGH AMICK and RUTH AMICK:	LOTS 10 to 12, inclusive, in BLOCK 189;
U. M. STONE and VELMA STONE:	LOTS 16 to 18, inclusive, in BLOCK 174;
ALEX O. JOHNSON and EULA ANN JOHNSON:	WEST 10 FEET OF LOT 5, all of LOT 6 and EAST 20 FEET OF LOT 7, BLOCK 163.

All in IDA F. GIBSON ADDITION to the City of Dewey, Oklahoma, according to the recorded plat thereof, and,

WHEREAS, it is the intention and desire of the parties hereto to amend that certain Abstract of Agreement entered into on MAY 2, 1939, and filed for record in the office of the County Clerk, Washington County, Oklahoma, and recorded in Book 145 at Page 127.

NOW THEREFORE, in consideration of mutual covenants and promises the undersigned hereby amend Paragraph #Two (2) of said Agreement above referred to which reads as follows:

"2. "No buildings shall be erected on any of said lots nearer than 29 feet to, nor further than 35 feet from the front lot line, nor nearer than 5 feet to any side lot line, and further provided that on no corner lot shall any structure be permitted nearer than 10 feet to the side street lot line,"

to read as follows:

"2. "No buildings shall be erected on any of said lots nearer than 25 feet to, nor further than 35 feet from the front lot line, nor nearer than 5 feet to any side lot line, and further provided that on no corner lot shall any structure be permitted nearer than 10 feet to the side street lot line."

Said Abstract of Agreement heretofore referred to, in all other respects to remain in full force and effect.

SIGNED this FEBRUARY 5, 1940.

MRS. EMMA A. EALY, EE	J. H. Mc CRARY, JHM
HUGH AMICK, HA	VERA L. Mc CRARY, VM
RUTH AMICK, RA	DOROTHY CRAIG, DC
T. J. CRAIG, TJC	ANNA MAE BERRY, AMB
C. WALDO BERRY, CWB	A. B. ERNZEN, ABE
MABEL M. BERRY, MB	BONNIE ERNZEN, ABE
-- BE	H. O. MILLER, HOM
ALETHA MILLER, AM	U. M. STONE, UMS
ALEX O. JOHNSON, AOJ	VELMA STONE, VS
EULA ANN JOHNSON, EAJ	

STATE OF OKLAHOMA ss.  
Washington County

Before me, a Notary Public, in and for said County and State on this 5th day of FEBRUARY, 1940, personally appeared J. H. Mc CRARY and VERA Mc CRARY, his wife, -EMMA-EALY, a widow, T. J. CRAIG and DOROTHY CRAIG, his wife, C. WALDO BERRY, A single man, ANNA MAE BERRY, a single woman, MABEL-BERRY, a single woman, A. B. ERNZEN and BONNIE ERNZEN, his wife, H. O. MILLER and ALETHA MILLER, his wife, HUGH AMICK AND RUTH AMICK, his wife, U. M. STONE and VELMA STONE, his wife, and ALEX O. JOHNSON and EULA ANN JOHNSON, his wife, 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.

My commission expires: 6/19/1943 H. C. COURTNEY, Notary Public.  
 (Seal of H. C. COURTNEY, Notary Public in and for State of Oklahoma. Dewey, Oklahoma)  
 Filed for Record APR. 16, 1940 at 8:50 o'clock A. M.  
 MRS. H. H. MONTGOMERY, County Clerk By D. FORD, Deputy  
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