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**COMPARED**

AGREEMENT

THIS AGREEMENT made this 5 day of FEBRUARY, 1945, by and between PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an operating office at Bartlesville, Oklahoma, hereinafter called "PHILLIPS," and GORDON DEVELOPMENT COMPANY, INC., a Kansas corporation duly qualified to do business in the State of Oklahoma and maintaining an operating office at 109½ East Third Street in Bartlesville, Oklahoma, hereinafter called "GORDON,"

WITNESSETH: PHILLIPS is the owner of the fee simple title in and to the following described real estate located in LANNOM SUBDIVISION of Parts of the NORTHWEST QUARTER (NW/4) and the SOUTHWEST QUARTER (SW/4) of SECTION THIRTEEN (13), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWELVE (12) EAST of the Sixth Principal Meridian in Washington County, Oklahoma, as reflected by the recorded plat of said subdivision filed in the office of the County Clerk of Washington County, Oklahoma, on the 13th day of JUNE, 1941, and recorded in Envelope 164 therein:

LOTS 1 to 18, inclusive and the WEST or NORTHWEST triangular parcel 10' wide fronting on HICKORY STREET and decreasing in width to 0' at the NORTHWEST corner of LOT 19, in BLOCK 1; LOTS 15 to 30, inclusive, in BLOCK 2; LOTS 1 to 21, inclusive, and the SOUTH or SOUTHWEST 10' of LOT 22, in BLOCK 5; LOTS 4 to 9 inclusive, in BLOCK 6; LOT-1 to 18, inclusive, in BLOCK 7; LOTS 5 to 16, inclusive, in BLOCK 8; and LOT 1 and LOTS 11 to 19, inclusive, in BLOCK 9.

GORDON is the owner of the fee simple title in and to the following described real estate located in the aforesaid LANNOM SUBDIVISION:

LOTS 1 to 17, inclusive, in BLOCK 4; LOTS 1 to 4, inclusive in BLOCK 8; LOTS 23 to 40, inclusive, and LOT 22, except the SOUTH or SOUTHWEST 10' in BLOCK 5; and LOTS 20, 21, 22 and LOT 19, except a WEST or NORTHWEST triangular parcel 10' wide fronting on HICKORY STREET and decreasing in width to 0' at the EAST corner of LOT 18, in BLOCK 1.

Both parties hereto recognize the fact that it will redound to their benefit if the lots and blocks hereinbefore described develop into a stable, clean and orderly neighborhood and, to that end, they are desirous of imposing reasonable restrictions with respect to the improvement and use of said lots and blocks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth to be faithfully kept and performed and, further, in consideration of the mutual benefits flowing to PHILLIPS and to GORDON, the parties hereto covenant, bargain and agree, each with the other, and each for itself, its successors and assigns, as follows:

1. That all real estate hereinbefore described shall be used exclusively for residential purposes; that only one-family residences may be erected on said property and that only one such residence shall be erected on each building site. For all purposes hereof, a building site shall be a minimum of 60 FEET in width, and a minimum of 7000 SQUARE FEET in area.

2. That no building site on the real estate hereinabove described shall be improved by the construction of a dwelling thereon at a cost of less than TWO THOUSAND DOLLARS (\$2,000.00), including the cost of subsidiary buildings, sidewalks and driveways; that each dwelling shall contain a minimum of 700 SQUARE FEET of floor space, exclusive of porches, terraces and attached garages; that each dwelling shall be constructed of masonry or stucco or shall be of standard frame construction with wood siding, or shall be constructed of materials equal in quality and appearance; and that the minimum plumbing requirements for each dwelling shall consist of standard five-piece sanitary equipment connected with the city mains.

3. That building lines hereby are established in accordance with the building lines appearing on the recorded plat of LANNOM SUBDIVISION and that no residence or part thereof, except open porches, shall be erected nearer to the street or streets than the building lines so established.

4. That no residence or attached garage shall be placed within FIVE FEET of any side property line.

5. That no buildings shall be moved from another location to any building site on the real estate hereinbefore described.

6. That no portion of the real estate hereinbefore described shall be rented or sold to or occupied by any person of negro blood; provided, however, that negro servants employed on the premises may occupy servants' quarters maintained in conjunction with any dwelling.

7. That no billboards or advertising signs shall be erected or maintained on the real estate hereinbefore described, nor shall any building or structure be erected thereon for advertising purposes.

8. That no noxious or offensive trade or activity shall be carried on or conducted upon the real estate hereinbefore described, nor shall anything be done thereon which may be or

become an annoyance or nuisance to the neighborhood.

9. That the drilling for oil, gas or other minerals on the real estate hereinbefore described and the production of oil, gas and other minerals therefrom shall be and the same hereby is prohibited.

10. That no garage or other outbuilding, including trailers, erected or placed upon the real estate hereinbefore described shall be used for residence purposes.

11. That the foregoing covenants shall be deemed, and taken to be, covenants running with the land and shall be binding upon the parties hereto and all persons, firms or corporations claiming by, through or under them until OCTOBER 17, 1969, following which time said covenants shall be extended automatically for successive periods of TEN YEARS each unless by a vote of the majority of the then owners of the property hereinbefore described it is agreed to change or nullify said covenants in whole or in part.

12. That if the parties hereto, or either of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained it shall be lawful for any other person or persons owning any of the real property hereinbefore described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, thereby preventing violation or recovering damages or other dues for such violation.

13. That the invalidity of any one of these covenants as established by judgment or court order shall in nowise effect any of the other covenants hereof, all of which shall remain the full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

ATTEST:  
R. E. ARNOLD  
Assistant Secretary

PHILLIPS PETROLEUM COMPANY  
By A. H. RINEY  
Vice President

Approved as to form  
D. E. HODGES  
D. E. HODGES, Atty.

(Seal of PHILLIPS PETROLEUM COMPANY, Delaware, 1917)

ATTEST:  
MRS. DONALD GORDON

GORDON DEVELOPMENT COMPANY, INC.,  
By DONALD GORDON  
President

(CORPORATE SEAL, GORDON DEVELOPMENT COMPANY, INC., Kansas)

STATE OF OKLAHOMA  
SS.  
COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said state, on this 5 day of FEBRUARY, 1945, personally appeared A. H. RINEY, to me known to be the identical person who subscribed the name of PHILLIPS PETROLEUM COMPANY to the foregoing instrument as its Vice 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.

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

My commission expires: -  
My commission expires JUNE 8, 1947.

W. B. BOGGS, Notary Public

(Seal of W. B. BOGGS, Notary Public in and for State of Oklahoma, Oklahoma City, Okla.)

STATE OF OKLAHOMA  
SS.  
COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said state, on this 5 day of FEBRUARY, 1945, personally appeared DONALD GORDON, to me known to be the identical person who subscribed the name of GORDON DEVELOPMENT COMPANY, INC., to the 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.

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

My commission expires:-

W. B. BOGGS, Notary Public

My commission expires JUNE 8, 1947.

(Seal of W. B. BOGGS, Notary Public in and for State of Oklahoma, Oklahoma City, Okla.)

Filed for Record FEB 5 1945 at 4:40 o'clock P. M.

CLYDE V. REASOR, County Clerk

By R. RAHM, Deputy