

\*\*\*\*\*

177644

COMPARED

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, The real property hereinafter described has heretofore been surveyed, and platted as a residential subdivision under the name of TUXEDO HEIGHTS Washington County, Oklahoma, and as such has been subdivided into lots, blocks, streets, alleys and easements as shown by the plat on file in the office of the County Clerk of Washington County, Oklahoma, said land being described as follows:

That part of the SOUTH HALF of the NORTHEAST QUARTER of the NORTHWEST QUARTER, and that part of the SOUTHEAST QUARTER of the NORTHWEST QUARTER of SECTION 8, TOWNSHIP 26 NORTH, RANGE 13 EAST, more particularly described as follows:

"Beginning at a point on the NORTH Line of the SOUTHEAST QUARTER of the NORTHEAST QUARTER of the NORTHWEST QUARTER of said SECTION 8, and 2.0 FEET WEST of the NORTHEAST CORNER thereof, thence SOUTH 0°01' EAST and parallel to the EAST Line of said QUARTER Section a distance of 1980.6 FEET to a point on the SOUTH Line and 2.0 FEET WEST of the SOUTHEAST Corner of the NORTHWEST QUARTER of said SECTION; thence WEST along the SOUTH Line of said Quarter Section a distance of 498.0 FEET, thence NORTH 0°01' WEST a distance of 315.8 FEET, thence WEST a distance of 130.4 FEET, thence NORTH 10°48' WEST a distance of 152.7 FEET, thence NORTH 5°43' WEST a distance of 200.9 FEET, thence NORTH 6°0' WEST a distance of 201.1 feet, thence NORTH 0°01' WEST a distance of 274.3 FEET, thence WEST a distance of 206.7 FEET, thence following a curve to the right whose radius is 133.37 FEET a distance of 138.60 FEET, thence NORTH 30°27' WEST a distance of 66.74 FEET, thence following a curve to the right whose radius is 225.0 FEET for a distance of 80.50 FEET, thence NORTH 9°57' WEST a distance of 242.02 FEET, thence following a curve to the right whose radius is 225.0 FEET, a distance 162.30 feet, thence NORTH 30°13' EAST a distance of 168.30 feet, thence NORTH, a distance of 118.71 FEET to the NORTH Line of the SOUTH HALF of the NORTHEAST QUARTER of the NORTHWEST QUARTER of said SECTION 8, thence EAST along said line a distance of 1017.94 FEET to the point of beginning."

NOW THEREFORE, D. M. TYLER and IMA I. TYLER, the owners of all of said lands, in order to assure the proper use of said real property, do hereby impress upon and attach to said lands the following restrictions conditions and covenants, viz:

(1) All of the lands embraced in said subdivision, or disclosed by said plat, shall have a period of Twenty (20) years from this date, and as long thereafter as such restrictive use may be extended as herein provided, exclusively for residential purposes.

(2) Except as to the provision hereinafter contained, relating to the abode of family servants, not more than one family shall make their residence upon any one of the lots shown on said plat.

(3) No residence shall be built upon any of said lots that shall cost less than \$5000.00, including the cost of subsidiary buildings, walks and driveways. Each residence shall be constructed of masonry or standard frame construction with wood siding or materials equal in quality and appearance. -1-

(4) No building shall be moved from outside the lands shown on said plat to any part of the lands embraced therein.

(5) No residence or any building appurtenant thereto shall be built nearer than FORTY (40)

Provided as a courtesy by Southern Abstract Company



BOOK 335 PAGE 316  
BOOK 330 PAGE 124

237455  
235346

STATE OF OKLAHOMA } ss  
Washington County }  
This instrument was filed for record

AUG 14 1956

10 o'clock A.M.  
E. CREWS, County Clerk  
Deputy

STATE OF OKLAHOMA } ss  
Washington County }  
This instrument was filed for record

MAY 4 1956

135 o'clock  
E. CREWS, County Clerk  
Deputy

AMENDMENT OF RESERVATIONS, RESTRICTIONS  
AND COVENANTS TO  
TUXEDO HEIGHTS SUB-DIVISION, JACKSON TOWNSHIP, WASHINGTON  
COUNTY, OKLAHOMA, AND DEDICATION OF STREET  
AND EASEMENTS AND VACATION OF EASEMENTS

Whereas the following named persons are the owners of all of the land located in said Tuxedo Heights Sub-Division and they own the specific lots and blocks as hereinafter described:

Owner

Block 1	Lot 1	Dedicated to public as street.
Block 1	Lot 4	Edith Yost May and Maretta Yost, as joint tenants, subject to mortgage to Home Savings & Loan Association, Bartlesville, Oklahoma.
Block 1	Lot 6	Dortha G. Campbell, formerly Dortha Harris, and Edmond N. Campbell, her husband, subject to mortgage to Home Savings & Loan Association, Bartlesville, Oklahoma.
Block 1	Lot 9	Ernest B. Hollopeter and Kathryn Hollopeter, husband and wife, as joint tenants, subject to mortgage to Union National Bank, Bartlesville, Oklahoma.
Block 3	Lot 2	Washington C. Holliman and Henrietta L. Holliman, husband and wife, as joint tenants, subject to mortgage to Home Savings & Loan Association, Bartlesville, Oklahoma.
Block 3	Lot 3	James Kenneth Welchon and Martha Dillahunty Welchon, husband and wife, as joint tenants, subject to mortgage to H. V. Higley as Administrator of Veterans' Affairs, Veterans' Administration, Washington 25, D. C.
Block 3	Lot 9	Bruce C. Benedict and Pauline N. Benedict, subject to mortgage to Home Savings & Loan Association, Bartlesville, Oklahoma.
Block 3	Lot 11	Sigfrid E. Floren, Jr., and June M. Floren, husband and wife, as joint tenants, subject to mortgages to The Coffeyville Loan & Investment Co., Inc., Coffeyville, Kansas, and Metropolitan Life Insurance Company.
Block 3	Lot 12	L. Malcolm Oberlin and Dorothy W. Oberlin, husband and wife, as joint tenants, subject to mortgage to Home Savings & Loan Association, Bartlesville, Oklahoma.
Block 3	Lot 13	Lester M. List and Elizabeth Ann List, husband and wife, as joint tenants, subject to mortgage to The Coffeyville Loan & Investment Co., Inc., Coffeyville, Kansas.
Block 4	Lot 1	Richard D. Grimm and Cordealia E. Grimm, husband and wife, as joint tenants, subject to mortgage to Robert T. Paslay and Emily Paslay, husband and wife, as joint tenants.

Owner

Block 4 Lot 2 John F. Headrick and M. Lorna Headrick, husband and wife, as joint tenants, subject to contract with Brady M. Shoff and Delores V. Shoff, husband and wife.

Lots 2, 3, 5, 7,  
3, 10, 11 and 12  
in Block 1, Block  
2, Lots 1, 4, 5,  
6, 7, 8, 10 and  
14 in Block 3, Lots  
3 and 4 in Block 4,  
and Lots 1, 2 and 3  
in Block 5

John W. Tyler and Scott Beesley, Jr., d/b/a  
Suburban Investment Company.

And whereas, said parties desire to amend the restrictions, reservations and covenants contained in the abstract of declaration of restrictions, executed by D. M. Tyler and Ima I. Tyler, husband and wife, dated June 11, 1946, and recorded in Book 134 at Page 163 in the office of the County Clerk for Washington County, Oklahoma, at Bartlesville, Oklahoma.

Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter contained and set forth the parties hereto do hereby agree that said abstract of declaration of restrictions be amended to read as follows:

1. Except as hereinafter expressly provided for Block 5, all of the land embraced in said subdivision, or disclosed by said plat, shall be restricted for a period of twenty (20) years from this date, and as long thereafter as such restrictive use may be extended as herein provided, exclusively for residential purposes. In addition to use for residential purposes as herein provided, Block 5 in said subdivision may be used for local business as defined in Chapter 2, Article 1, Section 7, General Zoning Ordinance of the Bartlesville Revised Ordinances 1953, except that no theater may be constructed on said Block 5, and a service and repair garage may be conducted and operated in connection with a franchised automobile agency. The restrictions hereinafter contained do not apply to said Block 5.
2. No residential lot, or contiguous parts of adjoining lots, shall be re-subdivided into building plots having less than ninety (90) feet frontage on a dedicated street or highway, and in the event of a building plot abutting on more than one street such building plot shall have not less than ninety (90) feet frontage on each of said streets, except that a building plot at the south of Lot 1 in Block 4 and a building plot composed of the south part of Lot 9 and Lot 8 in Block 3 shall have not less than eighty (80) feet frontage on Swain Avenue (now S. E. Robin Road), and except as to the provision hereinafter contained, relating to the abode of family servants, not more than one family shall make their residence upon any one of such building plots.
3. No residence shall be built, upon any building plot in said addition, that shall contain less than 1,500 square feet under one roof, at least 1,100 square feet of which must be living area, and at least 300 square feet of which must be on the street level. Each residence shall be constructed of masonry or standard frame construction with wood siding or materials equal in quality and appearance.
4. No building shall be moved from outside the lands shown on said plat to any part of the lands embraced therein.
5. No residence or any building appurtenant thereto shall be built nearer than forty (40) feet from any street or road line, except in Block 2 where no residence or building appurtenant thereto shall be built nearer than thirty (30) feet from any street or

road line, except in Lots 1, 7, 8 and 14 in Block 3 where no residence or building appurtenant thereto shall be built nearer than forty (40) feet from the street on which the residence fronts and no nearer than twenty-five feet (25) from the side street. Each residence and building appurtenant thereto shall be at least five (5) feet from a common boundary with another building plot.

6. No billboards nor advertising signs shall be erected or maintained on any lot in said subdivision, nor be built, nor structures be erected for advertising purposes within the boundaries of said subdivision.
7. No garage or other outbuilding erected upon any tract shall be used for residential purposes other than for such use by servants employed on said premises by the occupant thereof.
8. All the restrictions above set forth shall be binding upon the purchaser of any lot, or portion of lot, comprising a portion of said subdivision, and upon his or her respective heirs, successors and assigns, for a period of twenty (20) years from the date hereof, and shall continue after such twenty (20) year period unless changed by agreements in writing executed by the owners of a majority of the area of said subdivision. Invalidation of any one of these covenants by judgment or court order shall in no wise affect the validity of the other provisions which shall remain in full force and effect.

The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantors herein, or any owners of any part of said subdivision shall have the right to enforce said restrictions or any one or more of them in any court of competent jurisdiction, either by suit or by injunction to prevent the violation thereof or to recover damages for violation thereof.

And the parties hereto do hereby dedicate as a street to public use a strip of land described as follows:

A fifty (50) foot strip extending north and south across Lots 5, 6 and 7 in Block 1 of Tuxedo Heights Sub-Division, the center line of which is the north and south common boundary of said three lots and extending from the north line of said Lots 5 and 6 south along said common boundary line to the south line of said Lot 7.

And the parties hereto do hereby dedicate as a public utility easement a strip of land described as follows:

A fifteen (15) foot strip running in a northerly direction from the south line of Lot 7 in Block 1 to the north line of Lot 6 in Block 1 of said subdivision, the center line of which begins at a point on the south line of said Lot 7 which is 203.6' east of the southwest corner of said lot and which center line runs in a straight line to a point on the north line of said Lot 6 which is 83 feet east of the northwest corner of said lot, and which easement adjoins and extends the public utility easement shown on the recorded plat of said subdivision that runs along the boundary of Lots 8 and 9 of Block 1 of said subdivision.

And the parties hereto do hereby revoke, cancel, annul and forever vacate the fifteen (15') foot public utility easement shown on the recorded plat of Tuxedo Heights Sub-Division that runs east and west along the boundary of Lots 9 and 10 in Block 3 and Lots 2 and 3 in Block 4 of said subdivision and the fifteen (15') foot public utility easement shown on the recorded plat of said subdivision that runs east and west along the north line of Lot 12 and the south line of Lots 10 and 11 in Block 1 of said subdivision, and the fifteen (15') foot public utility easement shown on the recorded plat of said subdivision that runs north and south along the east line of Lot 3 and the west line of Lot 2 in Block 5 of said subdivision.

In Testimony Whereof the said parties have hereunto set their hands this  
30th day of December, 1955.

<u>Edith Yost May</u> Edith Yost May	<u>Maretta Yost</u> Maretta Yost
<u>Dorothy G. Campbell</u> Dorothy G. Campbell	<u>Edmond N. Campbell</u> Edmond N. Campbell
<u>Ernest B. Hollopeter</u> Ernest B. Hollopeter	<u>Kathryn Hollopeter</u> Kathryn Hollopeter
<u>Henrietta L. Holliman Ldy. G. of</u> <u>Washington C. Holliman</u> Washington C. Holliman	<u>Henrietta L. Holliman</u> Henrietta L. Holliman
<u>James Kenneth Welchon</u> James Kenneth Welchon	<u>Martha Dillahunty Welchon</u> Martha Dillahunty Welchon
<u>Bruce C. Benedict</u> Bruce C. Benedict	<u>Pauline N. Benedict</u> Pauline N. Benedict
<u>Sigfrid E. Floren, Jr.</u> Sigfrid E. Floren, Jr.	<u>June M. Floren</u> June M. Floren
<u>L. Malcolm Oberlin</u> L. Malcolm Oberlin	<u>Dorothy W. Oberlin</u> Dorothy W. Oberlin
<u>Lester M. List</u> Lester M. List	<u>Elizabeth Ann List</u> Elizabeth Ann List
<u>Richard D. Grimm</u> Richard D. Grimm	<u>Cordealia E. Grimm</u> Cordealia E. Grimm
<u>Robert T. Paslay</u> Robert T. Paslay	<u>Emily Paslay</u> Emily Paslay
<u>John F. Headrick</u> John F. Headrick	<u>M. Lorna Headrick</u> M. Lorna Headrick
<u>Erady M. Shoff</u> Erady M. Shoff	<u>Delores V. Shoff</u> Delores V. Shoff
<u>John W. Tyler</u> John W. Tyler	<u>Scott Beesley, Jr.</u> Scott Beesley, Jr. d/b/a Suburban Investment Company
<u>Ira T. Goddard</u> Administrator of Veterans' Affairs	<u>Helen Tyler Beesley</u> Helen Tyler Beesley <u>Margaret Swain Tyler</u> Margaret Swain Tyler

Home Savings & Loan Association, Bartlesville, Okla.

By [Signature]  
President

Attest:

[Signature]  
Secretary

Union National Bank, Bartlesville, Oklahoma

By [Signature]  
President

Attest:

[Signature]  
Secretary

The Coffeyville Loan & Investment Co., Inc.,  
Coffeyville, Kansas

By [Signature]  
President

Attest:

[Signature]  
Secretary

Metropolitan Life Insurance Company

By [Signature]  
THIRD VICE President

Attest:

[Signature]  
ASSISTANT Secretary J. E. MCGURK

LOUIS G. BUISSON

HEB

CERTIFICATE OF REGIONAL PLANNING COMMISSION

The foregoing Amendment of Reservations, Restrictions and Covenants to Tuxedo Heights Sub-Division, Jackson Township, Washington County, Oklahoma, and Dedication of Street and Easements and Vacation of Easements, was submitted to, and approved by the Regional Planning Commission of and for the City of Bartlesville, Oklahoma, pursuant to, and in compliance with, the provisions of Sections 854.1 to 854.9, Title 19, Oklahoma Statutes, on this 27TH day of APRIL, 1956.

Bill W. Jones  
Member

Sam Steel  
Chairman

E. E. Funks  
Member

L. L. Jones  
Secretary and City Manager

J. W. Miller  
Member

Baul Johnson  
Chairman, Board of County Commissioners

W. H. Hubbee  
Member

J. E. McCormick  
City Engineer

M. Platt  
Member

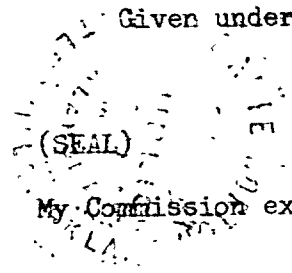
Allen Mackin  
County Engineer



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 11th day of January, A. D., 1956, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared H. W. Trippet, to me known to be the identical person who signed the name of the Home Savings & Loan Association, Bartlesville, Oklahoma, 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 said corporation, for the uses and purposes therein set forth.

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



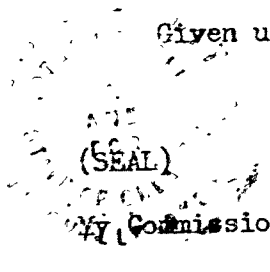
My Commission expires: Jan. 28, 1958

Mavis Norton  
Notary Public

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of January, 1956, personally appeared Dortha G. Campbell, formerly Dortha Harris, and Edmond N. Campbell, her husband; Ernest B. Hollopeter and Kathryn Hollopeter, husband and wife; James Kenneth Welchon and Martha Dillahunty Welchon, husband and wife; Bruce C. Benedict and Pauline N. Benedict, husband and wife; Sigfrid E. Floren, Jr., and June M. Floren, husband and wife; Lester M. List and Elizabeth Ann List, husband and wife; Richard D. Grimm and Cordealia E. Grimm, husband and wife; Brady M. Shoff, and Delores V. Shoff, husband and wife; Henrietta L. Holliman, Legal Guardian of Washington C. Holliman, and Henrietta L. Holliman, wife of Washington C. Holliman; John W. Tyler, and Margaret Swain Tyler, husband and wife; and Scott Beesley, Jr., and Helen Tyler Beesley, husband and 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.

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



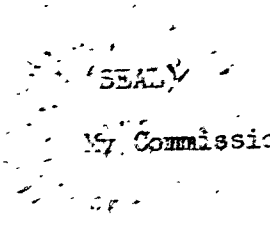
My Commission expires June 1, 1958

Lataun L. Doty  
Notary Public

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of April, 1956, personally appeared Edith Yost May, an unmarried woman, and Maretta Yost, an unmarried woman; and L. Malcolm Oberlin, and Dorothy W. Oberlin, husband and 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.

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



My Commission expires June 1, 1958

Lataun L. Doty  
Notary Public

STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF OTTAWA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of April, 1956, personally appeared Robert T. Paslay and Emily Paslay, husband and 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.

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

(SEAL)

My Commission expires June 1, 1958

Latan L Doty  
Notary Public

STATE OF TEXAS )  
                          ) ss.  
COUNTY OF HUTCHINSON )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of April, 1956, personally appeared John F. Headrick and M. Lorna Headrick, husband and 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.

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

(SEAL)

My Commission expires:

July - 1957

Gella D. Delametter  
Notary Public

STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF MUSKOGEE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of May, 1956, personally appeared Ira T. Goddard, to me known to be the identical person who signed the name of Veterans' Administration, the maker thereof, to the within and foregoing instrument as Administrator of Veterans' Affairs, 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 Veterans' Administration, for the uses and purposes therein set forth.

(SEAL)

My commission expires June 1, 1958

Latan L Doty  
Notary Public

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 11th day of January, A. D., 1956, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared C. V. Sellers, to me known to be the identical person who signed the name of Union National Bank, Bartlesville, Oklahoma, the maker 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 said corporation, for the uses and purposes therein set forth.

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

(SEAL)

Laton L Doty  
Notary Public

My commission expires:

June 1, 1958

STATE OF KANSAS )  
 ) ss.  
COUNTY OF MONTGOMERY )

On this 7 day of January, A. D., 1956, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared C. H. CARRINGTON, to me known to be the identical person who signed the name of The Coffeyville Loan & Investment Co., Inc., Coffeyville, Kansas, the maker 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 said corporation, for the used and purposes therein set forth.

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

(SEAL)

Robert Simpson  
Notary Public

My commission expires:

Feb 25, 1957

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 7<sup>th</sup> day of ~~January~~ August, A. D., 1956, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared LOUIS & BUSSON, to me known to be the identical person who signed the name of Metropolitan Life Insurance Company, the maker thereof to the within and foregoing instrument as its ~~President~~ 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 said corporation, for the uses and purposes therein set forth.

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

(SEAL)

S. Frank Clouting  
Notary Public

My commission expires:

MAR 30 1957

S. FRANK CLOUTING  
NOTARY PUBLIC, State of New York  
No. 31-0587700  
Qualified in New York  
Comm. exp. 3/30/57