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COMPARED

DEDICATION OF PRAIRIE HEIGHTS SUBDIVISION,
IN WASHINGTON COUNTY, STATE OF OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS, That, whereas the undersigned, BURL A. LUGAR and OPAL J. LUGAR, husband and wife, are the owners of the following described land situated in Washington County, State of Oklahoma, to-wit:

A tract of land situated in the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15 in TOWNSHIP 26 NORTH, RANGE 13 EAST, described as follows: Beginning at a point which is 25 FEET EAST and 140 FEET SOUTH of the NORTHWEST Corner of said 10 ACRE Tract as a point of beginning, thence EAST and parallel with the NORTH line of said 10 ACRE Tract a distance of 305.2 FEET, thence SOUTH and parallel with the WEST line of said 10 ACRE tract to a point that is 35.2 FEET NORTH of the SOUTH line of said 10 ACRE Tract, thence WEST and parallel with the SOUTH line of said 10 ACRE Tract a distance of 109.5 FEET, thence SOUTH and parallel with the WEST line of said 10 ACRE Tract a distance of 18.7 FEET, thence WEST and parallel with and 16.5 FEET distant from the SOUTH line of said 10 ACRE tract a distance of 195.7 FEET to a point that is 25 FEET EAST and 16.5 FEET NORTH of the SOUTHWEST Corner of said 10 ACRE tract, thence NORTH and parallel with and 25 FEET distant from the WEST line of said 10 ACRE Tract to the point of beginning, and

WHEREAS, WALLACE R. SEATON and LENORA A. SEATON, husband and wife, are the owners of the following described land situated in Washington County, State of Oklahoma, to-wit:

A tract of land in the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15, in TOWNSHIP 26 NORTH, RANGE 13 EAST, described as follows: Beginning at a point that is 25 FEET EAST and 140 FEET SOUTH of the NORTHWEST Corner of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 as a point of beginning, thence EAST a distance of 305.2 FEET, thence NORTH and parallel with the WEST line of said 10 ACRE tract a distance of 140 FEET to the NORTH line of said 10 ACRE Tract, thence EAST along the NORTH line of said 10 ACRE Tract a distance of 110.1 FEET, thence NORTH and parallel with the WEST line of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 a distance of 209.78 FEET, thence WEST and parallel with the SOUTH line of the NORTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 a distance of 415.3 FEET, thence SOUTH and parallel with and 25 FEET distant from the WEST line of said SECTION 15 a distance of 349.78 FEET to the point of beginning, and

WHEREAS, HOME SAVINGS AND LOAN ASSOCIATION, of Bartlesville, Oklahoma, is the mortgagee named in a certain mortgage covering the part of the above described SEATON tract lying in the

NORTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15,

Said mortgage bearing date of MARCH 17, 1943, given by MAURICE NEAL SEIDLE and GLADYS SEIDLE, husband and wife, to said HOME SAVINGS AND LOAN ASSOCIATION for \$3246.90, which mortgage is recorded in Book 164 at page 470 of the records in the office of the County Clerk of Washington County, Oklahoma, and

WHEREAS, LEON LUGAR, whose wife, MYRA LUGAR, also joins in this dedication, is the owner of the following described land situated in Washington County, State of Oklahoma, to-wit:

A tract of land located in the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15 in TOWNSHIP 26 NORTH, RANGE 13 EAST, described as follows:

Beginning at a point 849.8 FEET WEST of the SOUTHEAST Corner of said 40 ACRE Tract and 34.7 FEET NORTH of the SECTION line along the SOUTH edge of said Tract as a point of beginning, thence NORTH a distance of 313.6 FEET, thence WEST and parallel with said section line a distance of 140.9 FEET, thence SOUTH and parallel with the WEST line of said 40 ACRE tract a distance of 313.6 FEET to a point that is 35 FEET NORTH of the section line along the SOUTH edge of said 40 ACRE Tract, thence EAST a distance of 140.9 FEET to the point of beginning, and

WHEREAS, R. A. POTTER, SR., whose wife, MABEL POTTER, also joins in this dedication, is the owner of the following described land situated in Washington County, State of Oklahoma,

to-wit:

A tract of land located in the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15 in TOWNSHIP 26 NORTH, RANGE 13 EAST, described as follows: Beginning at a point 465.3 FEET WEST of the SOUTHEAST Corner of said 40 ACRE Tract of land and 34.7 FEET NORTH of the SECTION line along the SOUTH edge of said 40 ACRE Tract of land as a point of beginning, thence NORTH a distance of 313.9 FEET, thence WEST and parallel with said section line a distance of 384.5 FEET, thence SOUTH and parallel with the WEST line of said 40 ACRE Tract a distance of 313.6 FEET to a point that is 35 FEET NORTH of the section line along the SOUTH edge of said 40 ACRE tract, thence EAST a distance of 384.5 FEET to the point of beginning, and

WHEREAS, GROVER BURCH, whose wife, HAZEL BURCH, also joins in this dedication, is the owner of the following described land situated in Washington County, State of Oklahoma, to-wit:

All of the SOUTH HALF of the NORTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15 in TOWNSHIP 26 NORTH, RANGE 13 EAST, and All that part of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15, in TOWNSHIP 26 NORTH, RANGE 13 EAST, described as follows: Beginning at a point on the EAST line of said 40 ACRE Tract that is 34.3 FEET NORTH of the SOUTHEAST Corner thereof as a point of beginning, thence running WEST a distance of 465.3 FEET to a point that is 34.7 FEET NORTH of the SOUTH line of said 40 ACRE Tract, thence NORTH and parallel with the WEST line of said 40 ACRE Tract a distance of 313.9 FEET, thence WEST and parallel with the SOUTH line of said 40 ACRE Tract a distance of 524.5 FEET, thence NORTH and parallel with the WEST line of said 40 ACRE Tract a distance of 311.6 FEET to a point on the NORTH line of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15, thence EAST along said NORTH line of said SOUTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 a distance of 110.1 FEET, thence NORTH and parallel with the WEST line of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 a distance of 209.78 FEET, thence WEST and parallel with the SOUTH line of the NORTHWEST QUARTER of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 a distance of 440.3 FEET to the WEST line of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15, thence NORTH along said WEST line of the SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 to the NORTHWEST Corner of said 40 ACRE Tract, thence EAST along the NORTH line of said SOUTHWEST QUARTER of the SOUTHWEST QUARTER of said SECTION 15 to the NORTHEAST Corner of said 40 ACRE Tract, thence SOUTH along the EAST line of said 40 ACRE Tract to the point of beginning, and

WHEREAS, all of said above named owners and mortgagee have caused said hereinabove described tracts of land to be subdivided into lots, blocks and streets or roads, as shown on the above and foregoing plat, all of said tracts combined being the following described tract of land, to-wit:

The SOUTHWEST QUARTER of the SOUTHWEST QUARTER and the SOUTH HALF of the NORTHWEST QUARTER of the SOUTHWEST QUARTER of SECTION 15 in TOWNSHIP 26 NORTH, RANGE 13 EAST, in Washington County, State of Oklahoma.

NOW, THEREFORE, said above named owners and said mortgagee, HOME SAVINGS AND LOAN ASSOCIATION, as their respective interests hereinabove described, do hereby dedicate unto the perpetual use of the public the streets or roads indicated in said above and foregoing plat of said land, said land so subdivided to be known as PRAIRIE HEIGHTS SUBDIVISION, in Washington County, State of Oklahoma.

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

BOOK 184

RESTRICTIONS AND RESERVATIONS

1. The lots described in said plat shall be known and used only as one family residential lots, and no residence shall be erected thereon to exceed one and one-half stories in height, may have one or two car garage, said garage may be either attached or detached. Each residence erected in said subdivision shall be connected to sanitary sewer lines or to a septic tank, and no outdoor toilet shall be permitted.

2. No building shall be located nearer to the front lot line than the building set back lines shown on the recorded plat; and the front of any lot shall be deemed to be the shortest end thereof which faces on any street or road. No building shall be located nearer than 10 FEET to any side lot line except that the side line restrictions shall not apply to a detached garage or other outbuilding located 65 FEET or more from the front lot line.

3. The lots as shown on said plat shall not be subdivided. One story dwelling houses erected thereon shall not have less than 700 square feet of floor area, exclusive of garages and porches; 1½ story houses shall have a minimum ground floor area of 500 square feet. No structures shall be erected on any lots except structures built of standard milled lumber or superior materials such as stucco, brick, rock, tile or concrete. All outside buildings must conform in design to the main house on the lot where located. No dwelling costing less than \$4,000.00 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 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 subdivision.

8. An easement is hereby reserved for utility installation and maintenance on the areas as indicated for easements on the plat of said subdivision.

9. No building shall be erected, placed, or altered on any building plot in this subdivision 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 GROVER BURCH, GLEN HOPKINS, CHARLES GORMAN and A. J. WHITSELL, or their authorized representative, for conformity and harmony of external design with existing structures in the 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 serve until MAY 31, 1951, at which time the then record owners of a majority of the lots which are subject to the covenants set forth herein 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.

10. All of the restrictions above set out shall be binding upon the present owners and upon the purchaser of any portion of said subdivision and upon their heirs, assigns and legal representatives until MAY 31, 1971, and shall continue after that time unless changed by agreement in writing between 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 nowise affect any of the other provisions which shall remain in full force and effect.

11. The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantors herein or any owner of any part of said subdivision 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 15th day of JUNE, 1946.

BURL A. LUGAR
 OPAL J. LUGAR
 WALLACE R. SEATON
 LENORA A. SEATON
 LEON LUGAR
 MYRA LUGAR
 R. A. POTTER, SR.
 MABEL POTTER
 GROVER BURCH
 HAZEL BURCH

HOME SAVINGS AND LOAN ASSOCIATION,
 of Bartlesville, Oklahoma
 by H. W. TRIPPET
 Its Vice President.

(CORPORATE SEAL)
 ATTEST: A. R. CARTER
 Secretary.

(Seal of HOME SAVINGS AND LOAN ASSOCIATION, Bartlesville, Okla.)

STATE OF OKLAHOMA
 SS
 WASHINGTON COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of JUNE, 1946, personally appeared BURL A. LUGAR and OPAL J. LUGAR, husband and wife, WALLACE R. SEATON and LENORA A. SEATON, husband and wife, LEON LUGAR and MYRA LUGAR, husband and wife, R. A. POTTER, SR. and MABEL POTTER, husband and wife, GROVER BURCH and HAZEL BURCH, 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.

(SEAL)
 My commission expires APRIL 1, 1950.

J. D. LANE, Notary Public.

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

STATE OF OKLAHOMA
 SS
 WASHINGTON COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of JUNE, 1946, personally appeared, H. W. TRIPPET, to me known to be the identical person who subscribed the name of the maker, HOME SAVINGS AND LOAN ASSOCIATION, of Bartlesville, Oklahoma, thereof to the within and 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.

(SEAL)
 My commission expires APRIL 1, 1950.

J. D. LANE, Notary Public.

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

FILED For Record JUL 12, 1946 at 4:25 o'clock P. M.

CLYDE V. REASOR, County Clerk

By R. RAHM, Deputy

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