

192336

VACATION OF PLAT AND REVOCATION OF RESTRICTIONS

AND

REDEDICATION ACCORDING TO REVISED PLAT

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, Lee Roy Neaves and Edna G. Neaves, the then owners of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 4 in Township 26 North, Range 13 East, in Washington County, State of Oklahoma, did on the 15th day of May, 1946, dedicate a plat of said land under the name of L. R. Neaves Addition to the City of Bartlesville, Oklahoma, which said plat was duly filed in the office of the County Clerk for Washington County, Oklahoma, on the 9th day of August, 1946, in Envelope 178; and on the 30th day of July, 1946, they executed an instrument imposing certain restrictions on said land so platted, which said instrument was duly filed for record in the office of the County Clerk for Washington County, State of Oklahoma, on August 9, 1946, and recorded in Book 184 at Page 360.

AND, WHEREAS, said L. R. Neaves Addition to the City of Bartlesville, Oklahoma, according to the plat thereof filed August 9, 1946, is now owned by the following named persons in the proportions set opposite the name of each, to-wit:

Lee Roy Neaves and Edna G. Neaves, husband and wife, Lots 1 and 2 in Block 1, of which Lot 1 is subject to a mortgage bearing date of August 7, 1947, to the Peoples Savings and Loan Association in the principal sum of \$5150.00, which mortgage is recorded in Book 195 at Page 286;

LeRoy John Coleman and Maurine Ellen Coleman, husband and wife, Lot 1 in Block 2, subject to a mortgage bearing date of April 29, 1947, to the Union National Bank, of Bartlesville, Oklahoma, in the principal sum of \$3000.00, which mortgage is recorded in Book 154 at Page 461;

Gerald Graydon Nicholas and Dorothy Bernadine Nicholas, husband and wife, Lot 3 in Block 1, subject to a mortgage bearing date of July 31, 1948, to the Home Savings and Loan Association in the principal sum of \$1000.00, which is recorded in Book 210 at Page 110;

Bill Farris Coleman and Clara Imogene Coleman, husband and wife, Lot 4 in Block 1, subject to a mortgage bearing date of July 11, 1947, to the Union National Bank, of Bartlesville, Oklahoma, in the principal sum of \$3000.00, which mortgage is recorded in Book 194 at Page 94;

Earl Lee and Doris Lee, husband and wife, the South 84 feet of the East 140 feet of Lot 5 in Block 1, subject to a mortgage bearing date of February 21, 1948, to the Coffeyville Loan & Investment Co., Inc., in the principal sum of \$7800.00, recorded in Book 203 at Page 191; the North 84 feet of the East 140 feet of Lot 10 in Block 1, subject to a mortgage bearing date of February 21, 1948, to the Coffeyville Loan & Investment Company, Inc., in the principal sum of \$7700.00, recorded in Book 203 at Page 217;

W. R. Lee and Roberta Lee, husband and wife, the North 84 feet of the West 140 feet of Lot 10 in Block 2, subject to a mortgage bearing date of April 6, 1948, to the Coffeyville Loan & Investment Co., Inc., in the principal sum of \$7500.00, recorded in Book 207 at Page 38;

Lee V. Skinner and NaDean A. Skinner, husband and wife, all the rest of the lots in said addition, but subject to mortgages and contracts on parts thereof described as follows:

1. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of August 10, 1948, for the principal sum of \$7500.00, recorded in Book 210 at Page 159, covering the North 42 feet of the East 140 feet of Lot 5 in Block 1 and the South 42 feet of the East 140 feet of Lot 6 in Block 1;
2. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of February 21, 1948, for the principal sum of \$7800.00, recorded in Book 203 at Page 213, covering the North 84 feet of the East 140 feet of Lot 8 in Block 1;
3. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of August 10, 1948, for the principal sum of \$7500.00, recorded in Book 210 at Page 167, covering the North 42 feet of the East 140 feet of Lot 9 in Block 1 and the South 42 feet of the East 140 feet of Lot 10 in Block 1;
4. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of February 21, 1948, for the principal sum of \$7800.00, recorded in Book 203 at Page 225, covering the South 84 feet of the West 140 feet of Lot 6 in Block 2;
5. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of August 10, 1948, for the principal sum of \$7500.00, recorded in Book 210 at Page 163, covering the South 84 feet of the West 140 feet of Lot 4 in Block 2;
6. A contract of sale to J. H. Skinner, whose wife is Doris Skinner, bearing date of March 8, 1948, recorded in Book 215 at Page 172, covering the North 84 feet of the East 140 feet of Lot 8 in Block 1, and the North 84 feet of the West 140 feet of Lot 3 in Block 2;
7. A contract of sale to Fred B. Crandall and Pauline Crandall, husband and wife, bearing date of October 23, 1948, recorded in Book 217 at Page 232, covering the North 84 feet of the West 140 feet of Lot 3 in Block 2;
8. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of February 21, 1948, for the principal sum of \$7800.00, recorded in Book 203 at Page 221, covering the North 84 feet of the West 140 feet of Lot 3 in Block 2;
9. A mortgage to the Coffeyville Loan & Investment Co., Inc., bearing date of August 10, 1948, for the principal sum of \$7500.00, recorded in Book 210 at Page 155, covering the South 84 feet of the West 140 feet of Lot 2 in Block 2.

AND, WHEREAS, It is the desire of all said above named owners and mortgagees and contract holders to vacate said above described plat of said L. R. Neaves Addition to the City of Bartlesville, which was filed August 9, 1946, and recorded in Envelope 178, except the streets shown on said plat, and the undersigned do hereby vacate, revoke and cancel said above described plat, and the undersigned do hereby cancel and revoke the dedication and restrictions of said L. R. Neaves Addition to Bartlesville, Oklahoma, bearing date of July 30, 1946, and filed for record August 9, 1946, and recorded in Book 184 at Page 360.

AND, WHEREAS, the following described land situated in Washington County, State of Oklahoma, to-wit:

The East 165 feet of the $SE\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 4 in Township 26 North, Range 13 East,

is now owned by Vera E. Fugate, formerly Vera E. Brown, whose husband is Fred Fugate;

AND, WHEREAS, the following described land situated in Washington County, State of Oklahoma, to-wit:

The East 165 feet of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 4 in Township 26 North, Range 13 East,

is now owned by Merrill VanDeusen and Stella VanDeusen, husband and wife;

And, the undersigned have caused all of said hereinabove mentioned land, being the following described land situated in Washington County, State of Oklahoma, to-wit:

The $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 4 in Township 26 North, Range 13 East, being the entire area hereinabove referred to as L. R. Neaves Addition to the City of Bartlesville, Oklahoma,

and

The East 165 feet of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 4 in Township 26 North, Range 13 East,

to be surveyed and resurveyed and platted into blocks and lots as an addition under the name of L. R. Neaves Revised Addition to the City of Bartlesville, Oklahoma, and have caused said land to be subdivided into lots, blocks and streets, as shown on the accompanying plat, designated as the plat of L. R. Neaves Revised Addition to the City of Bartlesville, Oklahoma, and they do hereby dedicate unto the perpetual use of the public the streets indicated in and on said plat, on the conditions hereinafter specified, to-wit:

RESERVATIONS AND RESTRICTIONS

The undersigned hereby declare that the land shown on said plat of L. R. Neaves Revised Addition to the City of Bartlesville, Oklahoma, 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, except Lot 15 in Block 2 and Lots 10 and 18 in Block 3, and all residences shall have a minimum floor area of 480 square feet of ground floor area exclusive of garages and porches, and garage may be either attached or detached. Each residence erected in said addition shall be connected to a septic tank of sufficient size to properly handle sewage until a regular sewer line is laid, then each residence shall be connected to a sewer line.

2. No building shall be located nearer to the front lot line than the building set back line as shown on the hereto attached plat. No building shall be located nearer than five feet to any side lot line.

3. Utility easements are hereby reserved as shown by the plat of said addition hereto attached.

4. No structure shall be erected on any lot or lots except structures built of standard milled lumber or superior materials such as stucco, brick, tile, stone or concrete. All outside buildings shall conform in design to the main house on the lot where located. All buildings constructed of wood siding shall have two coats of paint, and roof shall be either wood shingles or composition shingles.

5. 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 buildings of any type shall be erected thereon nor shall any commercial business be carried on at any time except on Lot 15 in Block 2 and Lots 10 and 18 in Block 3.

6. No race or nationality other than the Caucasian race or American Indian shall use 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.

7. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said property shall be used as a residence for a period longer than six months.

8. All of the restrictions set out herein shall be binding upon the present owners and upon the purchaser of any portion of said addition and upon their heirs, assigns and legal representatives until January 1, 1975, and shall continue after that time unless changed by an agreement in writing between the owners of a majority of the area of said addition. Invalidation of any 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.

9. 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 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 March, 1949.

Lee Roy Neaves

Lee Roy Neaves

Edna G. Neaves

Edna G. Neaves

Le Roy John Coleman

LeRoy John Coleman

Maurine Ellen Coleman

Maurine Ellen Coleman

Gerald Graydon Nicholas

Gerald Graydon Nicholas

Dorothy Bernadine Nicholas

Dorothy Bernadine Nicholas

Bill Farris Coleman

Bill Farris Coleman

Clara Imogene Coleman

Clara Imogene Coleman

Lee V. Skinner

Lee V. Skinner

MaDean A. Skinner

MaDean A. Skinner

Earl Lee

Earl Lee

W. R. Lee

W. R. Lee

Roberta Lee

Roberta Lee

J. H. Skinner

J. H. Skinner

Doris Skimmer

Doris Skimmer

Fred B. Crandall

Fred B. Crandall

Pauline Crandall

Pauline Crandall

Vera E. Fugate

Vera E. Fugate

Fred Fugate

Fred Fugate

Merril VanDeusen

Merril VanDeusen

Stella VanDeusen

Stella VanDeusen

Doris Lee

Doris Lee

(CORPORATE SEAL)

ATTEST: [Signature]
Secretary

PEOPLES SAVINGS AND LOAN ASSOCIATION

By [Signature]
Its President.

(CORPORATE SEAL)

ATTEST: [Signature]
Secretary

UNION NATIONAL BANK, of Bartlesville, Oklahoma

By [Signature]
Its President.

(CORPORATE SEAL)

ATTEST: [Signature]
Secretary

HOME SAVINGS AND LOAN ASSOCIATION

By [Signature]
Its President.

~~(CORPORATE SEAL)~~

~~ATTEST: _____
Secretary~~

~~METROPOLITAN LIFE INSURANCE COMPANY~~

~~By _____
Its _____ President~~

(CORPORATE SEAL)

ATTEST: [Signature]
Secretary

COFFEYVILLE LOAN AND INVESTMENT COMPANY, Inc.

By [Signature]
Its President.

STATE OF OKLAHOMA
SS
WASHINGTON COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of March, 1949, personally appeared Lee Roy Neaves and Edna G. Neaves, husband and wife, LeRoy John Coleman and Maurine Ellen Coleman, husband and wife, Gerald Graydon Nicholas and Dorothy Bernadine Nicholas, husband and wife, Bill Farris Coleman and Clara Imogene Coleman, husband and wife, Lee V. Skinner and NaDean A. Skinner, husband and wife, W. R. Lee and Roberta Lee, husband and wife, J. H. Skinner and Doris Skinner, husband and wife, Fred B. Crandall and Pauline Crandall, husband and wife, Vera E. Fugate and Fred Fugate, wife and husband, Merril VanDeusen and Stella VanDeusen, husband and wife, Earl Lee and Doris Lee, 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.

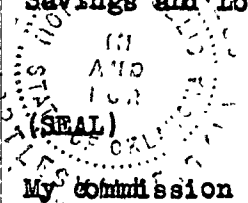
(SEAL)
NOTARY PUBLIC
STATE OF OKLAHOMA

[Signature]
Notary Public.

My commission expires April 1, 1950.

STATE OF OKLAHOMA
SS
WASHINGTON COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of March, 1949, personally appeared H. H. Bryant, to me known to be the identical person who subscribed the name of 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 such corporation, Peoples Savings and Loan Association, for the uses and purposes therein set forth.



Lester H. Doucens
Notary Public.

My commission expires September 8-1950

STATE OF OKLAHOMA
SS
WASHINGTON COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of March, 1949, personally appeared C. V. Sellers, to me known to be the identical person who subscribed the name of 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 such corporation, Union National Bank, of Bartlesville, Oklahoma, for the uses and purposes therein set forth.

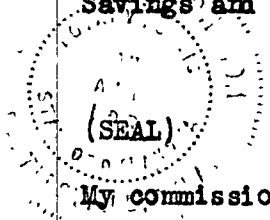


Ruby Humphrey
Notary Public.

My commission expires Feb 21, 1952

STATE OF OKLAHOMA
SS
WASHINGTON COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of March, 1949, personally appeared H. W. Trigg, to me known to be the identical person who subscribed the name of 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 such corporation, Home Savings and Loan Association, for the uses and purposes therein set forth.



Lorraine Johnson
Notary Public.

My commission expires Aug-10-1952

STATE OF KANSAS

SS

MONTGOMERY COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of February, 1949, personally appeared C. H. Carvington, to me known to be the identical person who subscribed the name of the maker 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, Coffeyville Loan and Investment Company, ^{Inc.} for the uses and purposes therein set forth

C. H. Carvington
Notary Public.



My commission expires June 13, 1951

STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record
MAR 17 1949
at 3:55 o'clock P. M.
CLYDE V. REASOR, County Clerk
BY Rahm DEPUTY