

DEDICATION OF OAK PARK VILLAGE
SECTION II, AN ADDITION TO THE CITY OF
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

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§

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, R. G. Hughes and wife, Ruby Lee Hughes, are the owners of the land and property hereinafter subdivided as Oak Park Village, Section II, an Addition to the City of Bartlesville, Washington County, Oklahoma, in the following manner, to-wit:

R. G. Hughes and wife, Ruby Lee Hughes, are the owners of Blocks Nineteen (19), through Twenty-Nine (29), inclusive, of the said Oak Park Village, Section II, an Addition to the City of Bartlesville, Washington County, Oklahoma.

R. G. Hughes and wife, Ruby Lee Hughes, are hereinafter referred to as owners, and said owners do hereby and by these presents dedicate the streets, drives, roads, highways and avenues, as shown in the accompanying plat, to the public use.

The said Owners do hereby subdivide the following described land as said Oak Park Village, Section II, an Addition to the City of Bartlesville, Washington County, Oklahoma, and do hereby dedicate the streets, drives, roads, avenues, and alleys, as shown in the accompanying plat, to the public use; all that certain lot, tract or parcel of land situated, lying and being in Washington County, Oklahoma, and more particularly described as follows, to-wit:

A tract or parcel of land out of the SW Portion of Fractional Section 35, Township 27, North Range 12 East I.M., Washington County, Oklahoma.

STARTING at the SW Corner of Said Section 35;

THENCE N 1° 13' 00" W along the West line of said Section 35 for a distance of one thousand seven hundred fifty seven and seventy nine hundredths feet (1757.79') to a point;

THENCE N 88° 47' 00" E for a distance of thirty three and no hundredths feet (33.00') to a point on the East Right-of-way line of the County Line Road; said point being the POINT OF BEGINNING;

THENCE N 1° 13' 00" W along said East Right-of-way line for a distance of four hundred fifty four and four hundredths feet (454.04') to a point;

THENCE N 88° 39' 12" E for a distance of one hundred seventy five and ninety five hundredths feet (175.95') to a point;

THENCE N 1° 13' 52" W for a distance of four hundred seventeen and seventy four hundredths feet (417.74') to a point;

THENCE S 88° 40' 18" W for a distance of one hundred seventy five and eighty five hundredths feet (175.85') to a point on the East Right-of-way line of the County Line Road;

THENCE N 1° 13' 00" W along the said East Right-of-way Line for a distance of four hundred sixty three and seventeen hundredths feet (463.17') to a point;

THENCE N 88° 29' 10" E for a distance of four hundred ninety three and sixty five hundredths feet (493.65') to a point;

THENCE N 1° 58' 54" W for a distance of seventy six and twenty three hundredths feet (76.23') to a point;

THENCE S 66° 09' 45" E for a distance of one hundred sixty four and eleven hundredths feet (164.11') to a point;

THENCE S 61° 54' 29" E for a distance of one thousand five hundred and seventy six hundredths feet (1500.76') to a point; said point being located on a curve at approximate right angles to this call, and having a radius of 1837.00';

THENCE from said point in a South Westerly direction along a Curve bearing to the right and having its center N 62° 41' 16" W a distance of one thousand eight hundred thirty seven and no hundredths feet (1837.00') from said point for a distance of six hundred thirty five and thirty seven hundredths (635.37') feet to a point.

THENCE N 42° 05' 28" W for a distance of three hundred fifty and four hundredths feet (350.04') to a point; said point being located on a curve at approximate right angles to this call, and having a radius of 1487.00';

THENCE from said point in a South Westerly Direction along a curve bearing to the right and having its center N 43° 03' 16" W a distance of one thousand four hundred eighty seven and no hundredths feet (1487.00') from said point for a distance of one thousand eighty five and eighty two hundredths feet (1085.82') to a point;

THENCE S 88° 47' 00" W for a distance of three hundred thirty six and no hundredths feet (336.00') to a point on the East Right-of-way Line of the County Line Road; said point being the POINT OF BEGINNING, and

Containing 40.4699 Acres more or less.

THE OWNERS, as heretofore set forth, do hereby adopt the covenants, conditions, and restrictions hereinafter set out, and do declare that all lots and tracts included in and shown on the accompanying plat, setting out Oak Park Village, Section II, an Addition to the City of Bartlesville, Oklahoma, which plat is hereto attached and made a part hereof for all purposes, shall be sold to purchasers or retained by the Owners, subject to the covenants, conditions, and restrictions hereinafter set forth as such covenants, conditions, and restrictions are made applicable to the said several lots and tracts, as hereinafter set forth;

and that no person whomsoever shall hereafter own or hold any of the said lots except subject to the covenants, conditions and restrictions herein contained, as made applicable to the said respective lots and tracts; and such covenants, conditions and restrictions shall run with and be appurtenant to said land, included in this plat of Oak Park Village, whether or not same are specifically expressed and set forth in any subsequent conveyances of said land or part thereof.

THESE COVENANTS are to run with the land, and shall be binding on all parties, persons or corporations claiming said land or any part thereof, until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change or alter the said covenants, in whole or in part.

If any person, firm or corporation, while being the owner of one or more parcels of land, shall violate any of the covenants herein, any other person or persons owning any real property situated in said development or subdivision, shall be and is authorized and empowered to prosecute any proceedings at law, or in equity, against the person, persons, firms or corporations violating or attempting to violate any such covenants, either to prevent the violation of said covenants, or any part thereof, or to recover damages for the violation thereof. In no event, shall any of the property herein described ever revert to the grantors, or their heirs or assigns, for violation of any of the covenants, conditions and restrictions herein contained; and any violation of any of said covenants, conditions and restrictions shall in no event ever cause or create a reversion of the said property. 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.

PROTECTIVE COVENANTS are herein described as follows, to-wit:

DEFINITIONS

A corner lot is one that abuts on more than one street with two sides adjacent to different streets.

The owner in the deed to any corner lot may designate the street upon which said lot is deemed to front, and such designation shall be controlling.

The word "plot" as used in this statement is intended to mean a single piece or parcel of land, consisting of one or more than one lot. Every plot shall be deemed to front on the street on which the lot or lots constituting

said plot front.

An "outbuilding", as the word is used in this statement, is intended to mean a covered structure, not directly attached to the residence which it serves.

The word "street", as used in these restrictions, shall include any street, avenue, roadway, or alley.

- AS TO THE USE OF LAND

I.

(a) All blocks in this Addition, except as otherwise provided herein, shall be known as, and are hereby designated as "residential plots or blocks", and are to be used solely for residential purposes and not otherwise. No filling station, garage, restaurant, beauty parlor, grocery store, office, or any other business establishment, of any kind or character, or appurtenances thereto, shall be operated in or on any of these said residential plots and blocks; and said residential plots and blocks shall not be used for any purpose or activity incidental to or connected with the operation or conduct of a business thereon or elsewhere. No structure shall be erected, altered, constructed, and/or placed, or permitted to remain, on any residential building plot, other than a detached single family dwelling. No other structure shall be erected on any of said lots, or plots, except a private garage for not more than two (2) cars, servants' quarters, and other outbuildings incidental to the residential use of the said lots or plots.

(b) No structure, house or building of any nature whatsoever shall be moved from another location on to any residence lot or plot.

(c) No building shall be located on any residential plot nearer than 25 feet from the front line nor nearer than 10 feet to any side street. No building shall be located nearer than 5 feet to any side lot line, except the following:

1. A detached garage or any outbuilding located at least 80 feet from the front lot line.

(d) No residential structure shall be erected or placed on any building plot having an area of less than 6,000. square feet and a width less than 50 feet at the front building set back line.

(e) No noxious or offensive trade or activity shall be carried on in said area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No basement, trailer, tent, shack, garage, barn or other outbuilding erected or placed on that portion of the subdivision herein designated for residential purposes, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary class or nature be used as a residence.

(g) No single family dwelling having a ground floor area of less than 600 square feet shall be erected on any lot in the tract, comprising the residential portion of said subdivision, as herein set forth, for single family dwellings.

(h) No fence or other structure shall be constructed between the front of any plot and the front building set back line.

(i) No livestock of any kind will be allowed to be kept or will be allowed on any lot in the tract.

(j) No raising of animals for commercial purposes of any type will be allowed on any lot in the tract.

(k) Blocks Twenty (20) and Twenty-One (21) shall not be subject to any of the covenants, conditions and restrictions herein set forth, and are hereby in all things excepted from said covenants, conditions and restrictions.

II.

There is reserved for the use and benefit of any public utility or municipality furnishing gas, electricity, water, telephone, sewage, garbage collection, or other utility or utility service of a similar nature, to said Addition, easements as shown on the map or plat filed herewith, for the purposes of laying, operating, maintaining and removing pipes, poles, wires, or other lines, collection of garbage, and for the purpose of supplying utility services and connections to buildings, constructed in said Addition. No building or other obstruction shall be allowed upon said strips so reserved for such easement purposes. Said easement strip shall be kept clear of over-hanging limbs and branches and from shrubs and trees that might interfere with such service lines or utility services; and in the absence of the owner of the lot keeping said easement strip clear from over-hanging branches, limbs, etc., the public utility or municipality for which the easement is reserved hereunder may clear the easement strip of such over-hanging limbs, branches and obstructions without being liable in damages therefor.

EXECUTED this the 5th day of August, 1955.

R. G. Hughes
R. G. Hughes

Ruby Lee Hughes
Ruby Lee Hughes

STATE OF TEXAS)
)
COUNTY OF GRAY)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of August, 1955, personally appeared R. G. Hughes and wife, Ruby Lee Hughes, 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.



Martina J. Jenson
Notary Public, Gray County, Texas

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

OCT 18 1955
at 11 o'clock 2 M
O. E. CREWS, County Clerk
BY W. R. Adams Deputy