

DEDICATION OF STONEGATE FIRST ADDITION
AN ADDITION TO THE CITY OF BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA

STATE OF OKLAHOMA, COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That Biltwell Building Company, an Oklahoma Corporation, are the owners of the land and property hereinafter subdivided as Stonegate First Addition, an Addition to the City of Bartlesville, Washington County, Oklahoma, and said owner does 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 Stonegate First Addition, 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 part of the NE 1/4 of Section 16, T-26-N, R-13-E, Washington County, Oklahoma, more particularly described as follows:

Beginning at a point 1264.15 ft. West of the Northeast corner of Section 16, T-26-N, R-13-E, Washington County, Oklahoma; thence South $0^{\circ} 03'$ West a distance of 1024.15 ft. to a point; thence East and parallel to the North line of said Section 16 a distance of 426.04 ft. to a point; thence South $11^{\circ} 30'$ West a distance of 529.70 ft.; thence South a distance of 71.03 ft. to a point; thence West a distance of 132.00 ft. to a point; thence South a distance of 127.02 ft. to a point; thence South $4^{\circ} 14.5005'$ West a distance of 60.16 ft. to a point; thence South a distance of 127.13 ft. to a point; thence North $87^{\circ} 05.5974'$ East a distance of 60.08 ft. to a point; thence South a distance of 124.91 ft. to a point; thence South $2^{\circ} 59.0974'$ East a distance of 592.37 ft. to a point; thence South $89^{\circ} 57.5000'$ West a distance of 331.08 ft. to a point; thence North $0^{\circ} 01'$ East a distance of 661.51 ft. to a point; thence North $23^{\circ} 09.0872'$ East a distance of 57.46 ft. to a point; thence North $10^{\circ} 16.1618'$ West a distance of 77.13 ft. to a point; thence North $1^{\circ} 07.2210'$ West a distance of 60.86 ft. to a point; thence North $11^{\circ} 20.1399'$ West a distance of 105.32 ft. to a point; thence North $87^{\circ} 57.2621'$ West a distance of 184.62 ft. to a point; thence North $12^{\circ} 00'$ West a distance of 260.06 ft. to a point; thence North $46^{\circ} 29.5793'$ West a distance of 209.52 ft. to a point; thence North $61^{\circ} 00.0252'$ West a distance of 293.32 ft. to a point; thence North $25^{\circ} 31.9972'$ East a distance of 582.16 ft. to a point; thence North $12^{\circ} 30'$ East a distance of 629.93 ft. to a point on the North line of said Section 16; thence East a distance of 329.76 ft. to the point of beginning, and containing 29.293 acres, more or less.

It does further certify that it has caused said tract of land to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, rights-of-way, widths of streets and easements for utilities.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of Biltwell Building Company or its successors in title to the subdivision of said tract, it does hereby impose the following restrictions and reservations to which it shall be incumbent upon its successors to adhere.

1. All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles and other outbuildings incidental to residential use of the plat.

2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to the rear lot line. The sum of the sideyards shall be a minimum of fifteen (15) percent of the frontage of said lot at the front building line, and in no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side lot line.

For the purpose of this covenant, eaves, steps and driveways shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3. No dwelling shall be erected or placed on any building plot which has an area of less than 7,000 square feet, nor shall any dwelling be erected or placed on any lot having a width of less than sixty (60) feet at the front minimum building setback line.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. No business, trade, or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.


7. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall not be less than 1000 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story.

8. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line.

- 9. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.
- 10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 13. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- 14. 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.

BILTWELL BUILDING COMPANY

By E. E. Markham
E. E. Markham, President

ATTEST:

J. J. Wells
 Secretary

State of Oklahoma)
) S. S.
 County of Tulsa)

On this 9th day of December, 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared E. E. Markham, to me known to be the identical person who signed 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 said Corporation, for the uses and purposes therein set forth.

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

Bonny M. Sheppard
 Notary Public

BONNY M. SHEPPARD
 NOTARY PUBLIC
 WASHINGTON COUNTY, OKLAHOMA

My commission expires: Aug. 8, 1967

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

JAN 23 1964
 at 11:15 o'clock A.M.
 D. E. CREVIER County Clerk
D. E. Crevier

WASHINGTON COUNTY CLERK
 # 46
 D. E. CREVIER
 COUNTY CLERK