

## RESTRICTIONS AND RESERVATIONS

The undersigned hereby declare that the land described as Block 1, Berentz Addition to Bartlesville, Oklahoma, is held and shall be conveyed subject to the following stipulations and restrictions as to the use thereof:

1. The lots described in said Berentz Addition shall be known and used only as residential lots, and may have one or two car garage, said garage may be either attached or detached. Each residence erected in said addition shall be connected to sanitary sewer lines.
2. No building shall be located nearer than 25 feet from the front line of the lot and on corner lots no building shall be located nearer than 15 feet from the side street. No building shall be located nearer than 5 feet to any side lot line except that the side line restrictions shall not apply to a detached garage or other outbuildings located 65 feet or more from the front lot line.
3. The lots in Block 1, Berentz Addition, shall not be resubdivided. One story dwelling houses erected thereon shall have not less than 700 square feet of floor area. No structures shall be erected on any lots except structures built of standard milled lumber or superior materials such as stucco, brick, tile or concrete. All outside buildings must conform in design to the main house on the lot where located.
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.
5. No race or nationality other than the Caucasian race or American Indian shall use, own 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.
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.
7. No structure of any type shall be moved from another location and placed on any lot in said addition.
8. An easement is hereby reserved for utility installation and maintenance on the areas as indicated for easements on the plat of said addition.
9. All of the restrictions above set out shall be binding upon the present owner and upon the purchaser of any portion of said addition and upon their heirs, assigns and legal representatives until January 1, 1973, and shall continue after that time unless changed by agreement in writing between the owners of a majority of the area of said addition. 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.
10. 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 following, present owners of all said land, have hereunto set their hands this Sept 14 1948.

SIGNED:

D. F. Hutchison  
D. F. Hutchison

Mrs. Leta Hutchison  
Clifford H. Armstrong  
Clifford H. Armstrong

Mrs. Mary K. Armstrong  
Frank L. Marling  
Frank L. Marling

Mrs. Gertrude D. Marling  
James H. Sneed  
James H. Sneed

Mrs. Genevieve Sneed

ACKNOWLEDGMENT

STATE OF Oklahoma, County of Washington, SS:

Before me the undersigned, a Notary Public, in and for said County and state, on this 14th day of September 1948, personally appeared D. F. Hutchison and Mrs. Leota Hutchison, Husband and Wife; and Clifford H. Armstrong and Mrs. Mary K. Armstrong, Husband and Wife; and Frank L. Marling and Mrs. Jevavine D. Marling, Husband and Wife; and James H. Sneed and Mrs. Genevieve Sneed, 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 use and purposes therein set forth.

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



My Commission expires August 17, 1949

E. S. Murray  
Notary Public

STATE OF OKLAHOMA } SS  
Washington County  
This instrument was filed for record  
SEP 17 1948  
at 1 o'clock P.  
CLYDE W. REASOR, County Clerk  
BY [Signature] DEPUTY

195745

AMENDED RESTRICTIONS AND RESERVATIONS

WHEREAS, on the 14th day of September, 1948, the undersigned, D. F. Hutchison, Mrs. Leota Hutchison, Clifford H. Armstrong, Mrs. Mary K. Armstrong, Frank L. Marling, Mrs. Jevavine Marling, James H. Sneed and Mrs. Genevieve Sneed, executed a certain instrument denominated "Restrictions and Reservations" relating to a tract of land therein described as Block One, Berentz Addition, and

WHEREAS the undersigned are all of the owners of the real estate constituting the said Block One of Berentz Addition to Bartlesville, Oklahoma, and desire to change, alter and amend said restrictions and reservations;

NOW, THEREFORE, in consideration of the premises, and for valuable considerations by each the undersigned to the other in hand paid, the receipt of which is hereby acknowledged, parties hereto to hereby do alter, vacate, cancel and amend said restrictions and reservations as set forth in said instrument dated September 14th, 1948, and in lieu thereof do hereby agree and declare that said lands described as Block One, Berentz Addition to Bartlesville, Oklahoma, is held and shall be conveyed subject to the following stipulations and restrictions as to the use thereof:

I.

The lots described in said Berentz Addition shall be known and used only as residential lots, and may have one or two car garage, said garage may be either attached or detached. Each residence erected in said addition shall be connected to sanitary sewer lines.

II.

No building shall be located nearer than 25 feet from the front line of the lot and on corner lots no building shall be located nearer than 10 feet from the side street. No building shall be located nearer than 5 feet to any side lot line except that the side line restrictions shall not apply to a detached garage or other outbuildings located 65 feet or more from the front lot line.

III.

The lots in Block 1, Berentz Addition, shall not be subdivided. One story dwelling houses erected thereon shall have not less than 700 square feet of floor area. No structures shall be erected on any lots except structures built of standard milled lumber or superior materials such as stucco, brick, tile or concrete. All outside buildings must conform in design to the main house on the lot where located.

IV.

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.

V.

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

VI.

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.

VII.

No structure of any type shall be moved from another location and placed on any lot in said addition.

VIII.

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

IX.

All of the restrictions above set out shall be binding upon the present owner and upon the purchaser of any portion of said addition and upon their heirs, assigns and legal representatives until January 1, 1973, and shall continue after that time unless changed by agreement in writing between the owners of a majority of the area of said addition. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

X.

The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantor's 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 violation of such restrictions, or to recover damages for a violation of such restrictions.

IN WITNESS WHEREOF, the following, present owners of all said land, have hereunto set their hands this 31st day of August, 1949.

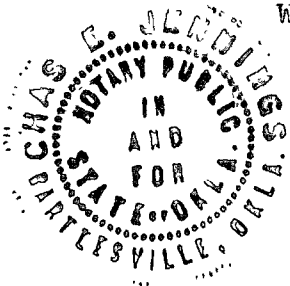
Clifford H. Armstrong  
 Mrs. Mary K. Armstrong } 1-9-10-11-12-13  
 James H. Sreed  
 Mrs. Genevieve Sreed  
 D. F. Hutchison  
 Mrs. Helen Hutchison  
 Jerome D. Marling  
 Frank L. Marling

Eugene D. Breyer 2+3  
 Mrs. Eugene Breyer  
 Mrs. Chas W. Mitchell 4  
 Parker W. Mitchell  
 Russel C. Linnard 15  
 Mrs. Russell E. Linnard  
 Mrs. T. J. Farris 6  
 H. R. Farris  
 Mrs. A. G. Drybread 7  
 R. P. Drybread  
 Mrs. Paul W. Whitener 8  
 Paul W. Whitener  
 E. Otto Glenn 12  
 Susan Marie Glenn  
 M. R. Eric-Strong 5  
 Maurice R. Dean  
 Mrs. Maurice Dean 13  
 Gene Armstrong  
 Mrs. Gene Armstrong 14  
 Mrs. Justin J. Dregoff 16  
 Justin Dregoff

STATE OF OKLAHOMA )  
                          ) ss  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for Said County and State, on this 31st day of August, 1949, personally appeared Clifford H. Armstrong, Mrs. Mary K. Armstrong, James H. Sneed, Mrs. Genevieve Sneed, D. F. Hutchinson, Mrs. Leota Hutchinson, Jevavine D. Marling, Frank L. Marling, Eugene D. Bragg, Mrs. Eugene Bragg, Mrs. Charles W. Mitchell, Charles W. Mitchell, Russell E. Linnard, Mrs. Russell E. Linnard, Mrs. N. R. Farris, N. R. Farris, Mrs. R. P. Drybread, R. P. Drybread, Mrs. Paul W. Whitener, Paul W. Whitener, C. Otho Glenn, Susan Marie Glenn, M. B. Price, single, Maurice R. Dean, Mrs. Maurice Dean, Gene Armstrong, Mrs. Gene Armstrong, Mrs. Justin J. Graagoff, Justin J. Graagoff, 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.

WITNESS my hand and official seal the day and year last above written.



*Chas. E. Jennings*  
Notary Public

My commission expires March 1, 1950

STAT- OF OKLAHOMA } ss  
Washington County  
This instrument was filed for record  
SEP 5 1949  
CLYDE V. REASOR, County Clerk  
BY \_\_\_\_\_