

188306

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That John M. Kane and Marie F. Kane, his wife, and Richard Kane and Mary Muder Kane, his wife, owners of the following described real estate in Washington County, Oklahoma, described as follows, to-wit:

That part of the North Half ( $N\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 24, Township 26 North, Range 12 East, described as follows, to-wit: beginning at a point 20 feet East of the Northeast corner of the Northwest Quarter ( $NE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of said section; thence South  $0^{\circ}06'$  East 526 feet; thence North  $89^{\circ}54'$  West 775.1 feet to the east line of the A. T. & S. F. R. R. right of way; thence North  $12^{\circ}07'$  West 538.34 feet along the east line of the railroad right of way to the north line of the Southeast Quarter ( $SE\frac{1}{4}$ ) of said section; thence South  $89^{\circ}54'$  East 887.13 feet to the point of beginning, excepting a tract located within the above described tract and described as follows: beginning at a point 29 feet West and 209 feet South of the Northeast Corner of the Northwest Quarter ( $NE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of said section; thence West 107 feet; thence South 70 feet; thence East 107 feet; thence North 70 feet to the point of beginning.

do hereby certify that they have caused the same to be surveyed into Park, Lots Blocks and Streets, together with easement reservations in conformity with the annexed plat, which plat is hereby adopted as the official plat of the above described land under the name of Valley View Addition to Bartlesville, Washington County, Oklahoma, and all of the said streets and park shown on said plat, are hereby dedicated to public use.

NOW, THEREFORE, said owners declare that the land shown on said plat above referred to is held and shall be conveyed subject to the following restrictions, reservations and covenants, to-wit:

1. Building lines hereby are established as shown on said plat above referred to and no residence or part thereof, except open porches, shall be erected nearer to the street or streets than the building lines so established. Easements for sewers and public utilities hereby are created and set aside as reflected by the said plat.
2. The above described real estate shall be used exclusively for residential purposes and for playgrounds and parks. Residences erected on said property shall be only one family residences and only one such residence shall be erected on each lot.
3. No lot in said addition shall hereafter be improved by the construction of a dwelling thereon at a cost of less than Five Thousand Dollars (\$5,000) including the cost of subsidiary buildings, side-walks and driveways. Each dwelling hereafter constructed in said addition shall contain a minimum of nine hundred (900) square feet of floor space, exclusive of porches, terraces, and attached garages.
4. No residence or attached garage shall be placed within five feet of any side property line.
5. No buildings shall be moved from another location to any lot within said addition.
6. No property in said addition shall be rented or sold to or occupied by any person of Negro blood; provided, however, that Negro servants employed on the premises may occupy servants' quarters maintained in conjunction with any dwelling.
7. No billboards or advertising signs shall be erected or maintained within said addition, nor shall any building or structure be erected therein for advertising purposes.
8. No noxious or offensive trade or activity shall be carried on or conducted within said addition, nor shall anything be done therein which may be or become an annoyance or nuisance to the surrounding neighborhood.

**Provided as a courtesy by Southern Abstract Company**

9. The drilling for oil, gas, or other minerals within said addition and the production of oil, gas, or other minerals therefrom shall be and the same hereby is prohibited.

10. No garage or outbuilding, including trailers, erected or placed upon property within said addition shall be used for residential purposes.

11. Each residence shall present a good frontage on the street which the lot fronts, and any residence that may be erected upon a corner lot in said addition shall have a presentable frontage on both streets.

12. The foregoing restrictions shall be deemed and taken to be covenants running with the land and shall be binding upon the undersigned parties and all persons, firms, or corporations claiming by, through or under them until June 1, 1973, following which time said restrictions shall be extended automatically for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the property within said addition it is agreed to change or nullify said restrictions in whole or in part.

In Testimony Whereof the said parties have hereunto set their hands this 30th day of JUNE, 1948.

John M. Kane  
John M. Kane

Marie F. Kane  
Marie F. Kane

Richard Kane  
Richard Kane

Mary Muder Kane  
Mary Muder Kane

STATE OF OKLAHOMA )  
 ) ss.  
WASHINGTON COUNTY )

Before me, a Notary Public, in and for said County and State, on this 30th day of JUNE, 1948, personally appeared, John M. Kane and Marie F. Kane, his wife, and Richard Kane and Mary Muder Kane, his 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.

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



L. L. Doty  
Notary Public

My commission expires June 1, 1950.

STATE OF OKLAHOMA }  
Washington County } ss.  
This instrument was filed for record  
JUL 7 1948  
at 10:30 o'clock A.M.  
CLYDE V. REASOR, County Clerk  
BY [Signature] DEPUTY

194966

AMENDMENT OF RESERVATIONS, RESTRICTIONS  
AND COVENANTS TO  
VALLEY VIEW ADDITION TO BARTLESVILLE, OKLAHOMA

Whereas, Richard Kane and Mary Muder Kane, his wife, are the owners of all of Block 1, Lots 1, 2, 5, 6, 7, and 8 of Block 2, all of Block 3, Lot 3 of Block 4, all of Block 5, and all of Block 6; and Whereas M. L. Hoppock and Anise K. Hoppock, his wife, and Melvin H. Hoppock and Eula Marie Hoppock, his wife, are the owners of Lots 1 and 2 of Block 4; and Whereas Carl M. Lee and Ethel Lee, his wife, are the owners of Lot 3 of Block 2; and Whereas B. H. Carrell and Lorene V. Carrell, his wife, are the owners of Lot 4 of Block 2, all in Valley View Addition to Bartlesville, Oklahoma; and Whereas said parties are the owners of all the lots in said addition,

And Whereas, said parties desire to make an amendment of the restrictions, reservations and covenants contained in the abstract of dedication, executed by John W. Kane and Marie F. Kane, his wife, and Richard Kane and Mary Muder Kane, his wife, dated June 30, 1948 and recorded in Book 208 at Page 232 in the office of the County Clerk for Washington County, Oklahoma at Bartlesville.

Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter contained and set forth the parties hereto do hereby agree that paragraph No. 2 of said abstract of dedication, which reads as follows,

"The above described real estate shall be used exclusively for residential purposes and for playgrounds and parks. Residences erected on said property shall be only one family residences and only one such residence shall be erected on each lot."

be amended to read as follows,

"The above described real estate shall be used exclusively for residential purposes and for playgrounds and parks. Residences erected on said property shall be only one family residences and only one such residence shall be erected on each lot, except that Lots 1, 2, and 3 of Block 1 may be divided so that four one family residences may be constructed on said three lots, and that Lots 1 and 2 of Block 4 may be divided so that three one family residences may be constructed on said two lots."

And the parties hereto do further agree that paragraph No. 3 of said abstract of dedication, which reads as follows,

"No lot in said addition shall hereafter be improved by the construction of a dwelling thereon at a cost of less than Five Thousand Dollars (\$5,000.00) including the cost of subsidiary buildings, sidewalks and driveways. Each dwelling hereafter constructed in said addition shall contain a minimum of nine (900) hundred square feet of floor space, exclusive of porches, terraces, and attached garages."

be amended to read as follows,

"No lot in said addition shall hereafter be improved by the construction of a dwelling thereon at a cost of less than Five Thousand (\$5,000.00) Dollars including the cost of subsidiary buildings, sidewalks and driveways. Each dwelling hereafter constructed on Lots 1, 2, and 3 of Block 1, Lot 3 of Block 4, Lots 4 and 5 of Block 5 and Lots 1 and 2 of Block 6, in said addition shall contain a minimum of seven hundred (700) square feet of floor space, exclusive of porches, terraces, and attached garages. Each dwelling hereafter constructed on all other lots in said addition shall contain a minimum of nine hundred (900) square feet of floor space, exclusive of porches, terraces, and attached garages."

In Testimony Whereof the said parties have hereunto set their hands this 20th day of July, 1949.

Richard Kane  
Richard Kane

Mary Muder Kane  
Mary Muder Kane

M. L. Hoppock  
M. L. Hoppock

Anise K. Hoppock  
Anise K. Hoppock

Melvin H. Hoppock  
Melvin H. Hoppock

Eula Marie Hoppock  
Eula Marie Hoppock

Carl M. Lee  
Carl M. Lee

Ethel Lee  
Ethel Lee

B. H. Carrell  
B. H. Carrell

Lorene V. Carrell  
Lorene V. Carrell

## ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
 WASHINGTON COUNTY )

Before me, a notary public, in and for said county and state, on this 20th day of July, 1949, personally appeared Richard Kane and Mary Muder Kane, his wife, M. L. Hoppock and Anise K. Hoppock, his wife, Melvin H. Hoppock and Eula Marie Hoppock, his wife, Carl M. Lee and Ethel Lee, his wife, and B. H. Carrell and Lorene V. Carrell, his 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.

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



*Lester L. Doty*  
 Notary Public

My Commission expires June 1, 1950.

STATE OF OKLAHOMA } ss  
 Washington County }  
 This instrument was filed for record  
 AUG 24 1949  
 at 3 o'clock P. M.  
 CLYDE W. REASOR, County Clerk  
 BY *[Signature]* DEPUTY

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