

STATE OF OKLAHOMA }
 Washington County } SS

RESTRICTIONS, RESERVATIONS AND COVENANTS ON AND ^{This instrument was filed for record}
 PERTAINING TO WEAVER ADDITION TO THE CITY OF ^{JAN 20 1953}
 BARTLESVILLE, OKLAHOMA

BY Clyde V. Creasor ^{at 2 53 o'clock P.M.} County Clerk
 DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, H. D. WEAVER, the same person as HARRY D. WEAVER, L. CHRISTINE WEAVER and ESTHER M. WEAVER, as the Owners, have caused to be surveyed and platted as an addition to the City of Bartlesville, Washington County, Oklahoma, under the name of WEAVER ADDITION, the following described real estate in said county, to-wit:

Beginning at a point 30 feet North of the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section Thirteen (13), Township Twenty-Six (26) North, Range Twelve (12) East, thence South 89° 59' East parallel with the South line of said section a distance of 717.37 feet to the Southwest corner of Block Two (2) of Monte Vista Subdivision, thence North 14° 43-2/3' West along the West line of said Block Two (2), a distance of 1331.53 feet to the Northwest corner of said Block Two (2), thence North 89° 59-1/2' West a distance of 385.83 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section, thence South 0° 18-1/2' East along the West line of said Southeast Quarter of the Southwest Quarter, a distance of 1287.76 feet to the point of beginning;

and have caused the same to be sub-divided into lots, blocks, streets, avenues, drives and public ways and have dedicated the same to the public use, which plat was filed for record on the 14th day of August, 1952, and recorded in Plat Envelope No. 206 in the office of the County Clerk of Washington County, Oklahoma.

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. Use.

All lots in this addition shall, for a period of twenty years from the 20th day of January, 1953, be used exclusively for residential purposes. One family residences only may be erected and only one such residence upon each lot.

2. Floor Space and Construction.

Each residence shall contain at least 900 ^{Square} feet of floor space, exclusive of porches, terraces, or attached garages; said residence shall be constructed of masonry, stucco or standard frame construction with wood siding or materials equal in quality and appearance. No buildings shall be moved from another location to any lot in this addition.

3. Frontage and Set Back.

Each residence shall front and have and present a good frontage on the

street which the lot fronts, and any residence that may be erected upon the corner lot in such addition shall have a presentable frontage on both streets. No residence or outbuilding or part thereof shall be closer to the street or streets than the building line limit indicated on the official plat of this addition.

4. Free Space

No residence or any projected part thereof, such as cornices, porches, chimneys or bay windows, shall be placed closer to any side lot than 5 feet.

5. Easements Reserved in Lots.

The undersigned reserve the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

6. Billboards, Signs and Miscellaneous Structures.

No billboards or advertising signs shall be erected or maintained upon any lots in this addition, nor shall any building or structures be erected thereon for advertising purposes. No permanent provision shall be made for the keeping of poultry, cows, horses or other livestock on any lot, nor shall any livestock be kept and maintained on said premises.

7. Duration. All of the restrictions herein set forth shall continue

and be binding upon the undersigned and upon their heirs, successors and assigns for a period of twenty years from the date of the execution hereof and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of the fee simple title to the lots having more than fifty per cent of the front feet of the lots shown on the plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from any one of the undersigned at the end of the first twenty year period, or any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of

Washington County, Oklahoma, at least three years prior to the expiration of the first twenty year period, or of any ten year period thereafter.

8, Right to Enforce.

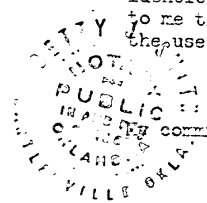
The restrictions herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns. All parties claiming by through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of or title to said land, and the owner or owners of any of said land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observation of the restrictions above set forth in addition to ordinary legal action for damages, and the failure of the undersigned or the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

Dated this 20th day of January, 1953.

H. D. Weaver
H. D. Weaver
L. Christine Weaver
L. Christine Weaver
Esther M. Weaver
Esther M. Weaver

STATE OF OKLAHOMA)
(SS
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, on this 20th day of January, 1953, personally appeared H. D. Weaver and L. Christine Weaver, his wife, and Esther M. Weaver, 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.



My commission expires: March 17, 1954

Betty J. Smith
Notary Public