

sst

Mailing Address:

3650 SE Camelot Dr.  
Bartlesville, OK 74006

CS



**INDIVIDUAL  
QUIT CLAIM DEED**  
(Oklahoma Statutory Form)

I-2020-008992 11/24/2020 11:18 am  
Book 1183 Page(s) 2804-2805  
Fee: \$ 20.00 Doc: \$ 0.00  
Annette Smith - Washington County Clerk  
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

*No Consideration*

That **TAYLOR KIMREY, LLC**, party of the first part, in consideration of the sum of TEN & NO/100 (\$10.00) dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do quitclaim, grant, bargain, sell and convey unto **TAYLOR KIMREY, LLC**, party of the second part, the following described real property and premises situated in WASHINGTON County, State of Oklahoma, to-wit:

TRACT A:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 N/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

TRACT B:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 N/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

TRACT C:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 S/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

TRACT D:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 S/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

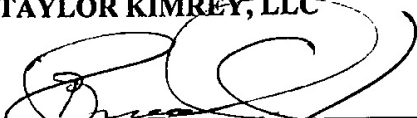
together with all and singular the hereditaments and appurtenances thereunto belonging.

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TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns, forever.

Signed and delivered this 5<sup>th</sup> day of November, 2020.

**APPROVED DEED**  
City of Bartlesville  
Planning Commission  
Date: 11/23/2020 Secy. Gregory S. Collins  
Per Case No. PC-19-04 LS

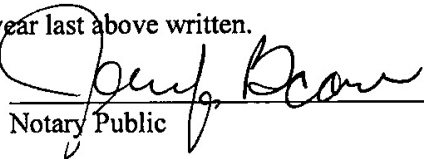
**TAYLOR KIMREY, LLC**  
BY:   
**BRENT TAYLOR, Manager**

INDIVIDUAL ACKNOWLEDGMENT-OKLAHOMA FORM

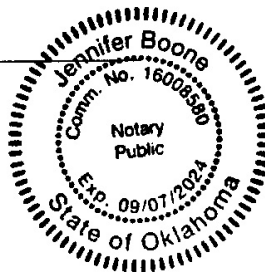
STATE OF OKLAHOMA )  
)SS.  
COUNTY OF WASHINGTON )

Before me, a Notary Public in and for said County and State, on this 5<sup>th</sup> day of November, 2020, personally appeared **BRENT TAYLOR, MANAGER OF TAYLOR KIMREY, LLC**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

  
Notary Public

My Commission Expires: \_\_\_\_\_



\*\*\*The preparer of this document has been engaged solely for the purpose of preparing this instrument, has prepared the instrument only from the information given and has not been requested to provide, nor has the preparer provided, a title search, an examination of the legal description, an opinion on title or advice on the ta. Preparer has not verified the accuracy of the amount of consideration sated to have been paid, nor has the preparer verified the legal existence or authority of any person who may have executed the document. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.\*\*\*

BK 1183PG2805

3605 SE Camelot Dr.  
Bartlesville, OK 74006

I-2020-008993 11/24/2020 11:18 am  
Book 1183 Page(s) 2806-2813  
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Annette Smith - Washington County Clerk  
State of Oklahoma

CS



# Bluestone Estates 1st Addition

## COVENANTS AND RESTRICTIONS

NOW, THEREFORE, the Developer for the purpose of providing for an orderly development of the Addition and for the purpose of insuring adequate restrictions for the mutual benefit of the Developer, its successors and assigns and the City of Bartlesville, Oklahoma does hereby impose the following covenants and restrictions upon all real estate within the Addition, to wit:

1. **LOT USE.** Lots within the Addition shall be only used for residential, single-family purposes. No lot shall be used for business, commercial, professional or manufacturing purposes provided that, however, this prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot within the Addition that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Addition or to the property adjacent to the Addition.
2. **DWELLINGS.** No structure of a temporary character shall be used as a residence. No mobile home or dwelling structure shall be moved into or be present in the Addition. The following standards shall apply to all dwellings constructed in the Addition.
  - A. **Dwelling Size.** All dwellings shall have a minimum living space of 2600 square feet. Dwellings in excess of a single story shall have a minimum living space of 1400 square feet at the lower level. No dwelling shall have more than two (2) stories. Square footage shall be computed on measurements over the frame of the living space exclusive of porches, patios, garages, basement and attic area used for storage.
  - B. **Masonry.** All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick or stone, provided, however, the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line so that the foundation shall be completely concealed. Any deviation of exterior construction material shall be permitted only upon the written consent of the developer.
  - C. **Garages.** All dwellings shall have attached garages suitable for accommodating at least two (2), but not more than four (4) standard sized automobiles. All garages shall be accessed by an overhead garage door or doors. All detached garages shall comply with the same architectural requirements of dwellings.
  - D. **Driveways.** All driveways into a lot from any street shall be constructed of concrete or asphalt and shall not be less than twelve 12 feet in width.
  - E. **Roof Pitch.** The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch less than 3/12.

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**F. Roof Material.** All roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 240# or more per square and shall be simulated shake in appearance (seal down shingles not acceptable).

**3. CERTIFICATE OF APPROVAL.** No building shall be erected or materially altered on any lot in the Addition until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plan showing the location and facing of the building, have been approved in writing by the Developer, which approval shall be indicated by a certificate signed and acknowledged by an officer of the Developer. The purpose of such approval shall be to promote good design and compatibility within the Addition and the Developer in its review of the plans, specifications, exterior color scheme, material and plot plan for any building may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Developer shall not be liable for any approval or disapproval and its approval or building plans shall not constitute a warranty or create any responsibility or liability for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval by the Developer of the building plans shall not be deemed a waiver of any restriction or covenant herein contained. The provisions of this paragraph requiring approval by the Developer shall cease, terminate and be of no further force and effect on the date ten (10) years from the date hereof. Thereafter, the approval required in this provision shall not be required unless prior to the expiration of ten (10) years from the date hereof, a written instrument shall be executed by the then record owners of a majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the Developer for such a period as may be specified in said instrument. In the event that the Developer shall be dissolved prior to the expiration of ten (10) years from the date hereof, then and thereafter the approval of the building plans, specifications, exterior color scheme, materials and plot plan of buildings constructed in the Addition shall be exercised by a representative or representatives designated in a written instrument executed by the then record owners of a majority of the lots in the Addition, which instrument shall be duly recorded.

**4. OUTBUILDINGS.** All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling with the exception of the shingles and masonry requirements and be approved by the developer.

**5. FENCES.** No fence shall be erected on any lot closer to the street frontage than the front exterior lines of the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. Nothing herein contained shall, however, preclude or prevent the use of evergreens or other shrubbery for landscaping purposes.

**6. ANIMALS.** No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) dogs, cats or other household pets and the suckling young of said animals. Also exempted from this are horses. A total of two horses (2) shall be allowed in a fenced area for each lot. Animals shall not be kept, bred, or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals shall be fenced in or restrained appropriately. Animal shelters shall be screened from view from any street unless built in conformity with the requirements for outbuildings herein set forth.

**7. STORAGE.** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted within the Addition. Building materials may be stored for a period of thirty (30) days prior to the start of construction of a dwelling. Construction of dwellings shall be completed within twelve (12) months after pouring of the footing.

**8. VEHICLES, MOTORCYCLES.** No vehicle, motorcycle, motor bike, camper trailer, or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked or stored on or adjacent to any lot, except in a garage or other area screened from view behind the set-back lines, for more than forty-eight (48) hours during any seventy-two (72) hour period, provided that, however, nothing herein shall prohibit the parking of passenger vehicles on the surfaced driveway. Vehicles shall not be kept, parked or allowed to stand on the yard.

**9. ANTENNAE.** No television, radio or other antennae shall be constructed or maintained on any lot or on any structure on a lot without the written approval of the Developer.

**10. SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except (i) one sign of not more than six (6) square feet advertising the sale or rental of said property or (ii) signs used for the purpose of campaigning for a result in any political election or issue or (iii) signs maintained by the developer or a builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

**11. SET-BACK LINES.** Front building line setback shall be a minimum of 75'. Side building setback shall be a minimum of 50'. Back building setback shall be a minimum of 20'. No buildings, outbuildings, structures or parts thereof shall be constructed or maintained on lots nearer to the property lines than the setback lines provided herein or as shown on the Plat. Unless otherwise provided by easement or by set-back lines shown on the Plat, the minimum building setback lines shall be determined by the requirements of the City.

**12. DRAINAGE EASEMENTS.** No Buildings, outbuildings, structures, fences, trees, shrubs or other vegetation shall be placed in drainage way easements as reflected on the Plat, except grasses normally used for lawn purposes. No obstructions shall be placed or permitted to remain in any of the designated drainage way easements that would hinder or restrict the free and voluntary flow of stream water from its intended passageway. No lot owner shall plant any tree or shrubbery in dedicated utility easements or rights-of-way which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-way. If it is determined by the municipality that any trees or shrubbery located within said easements or rights-of-way are endangering utilities in said easements or rights-of-way, the city shall have the right to remove said shrubbery upon five (5) days notice thereof at the lot owners expense, or within such time the lot owner may remove same.

**13. ELECTRIC AND COMMUNICATION SERVICE.**

- A. Overhead pole lines for the supply of electric and communication service may be located along the boundary lines of the Development. The supplier of electric and communication service ("company"), through its proper agents and employees, shall have the right, privilege and authority to cut down, and trim, treat and dispose of any trees and undergrowth within said easement-ways or on property contiguous thereto which, in the company's sole judgement, interfere or threaten to interfere with the company's structures, lines fixtures and equipment. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- B. Except to houses on lots described in paragraph (a) above, which may be served from overhead electric or communication service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- C. The supplier of electric or communication service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said electric facilities so installed by it.
- D. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on this property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communication facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- E. The foregoing covenants concerning electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

**14. WATER & SEWER.** Owners shall be responsible for the protection of the public water mains located on their lots and shall prevent the alteration of grade in excess of three (3) feet from the original contours and any construction activity which may interfere with said facilities. Said alterations of grade restriction shall be limited to the easement area. The City of Bartlesville, Oklahoma shall be responsible for the ordinary maintenance of public water mains, but the owner will pay damage to or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors. The City of Bartlesville, Oklahoma or its successors shall have the right of access with its equipment to all easements shown on the Plat, for the purposes of installing, maintaining, removing or replacing any portion of the underground water and sewer facilities.

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Onsite sewage systems shall be provided by each lot owner based upon the specific floorplan being built and installed with approval of State Health Department and certified installers based upon percolation testing and system recommendations.

**15. LANDSCAPE AND PAVING REPAIR.** The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within utility easements and rights-of-way damaged as a result of repairs to or replacements of water, electric, natural gas or communication services.

**16. SANITARY DISPOSAL.** No outside toilets shall be allowed in the Addition except for temporary construction toilets and all sanitary facilities must comply with local and state health requirements.

**17. WASTE.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All refuse and waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and mowed to the street. All waste containers shall be screened from roadway view and must be removed from the curbside within 18 hours after refuse collection vehicles empty the containers.

**18. NUISANCE.** No noxious or offensive trade or activity shall be carried on upon any lot and nothing shall be done thereon which may be or become an annoyance or nuisance to the residents.

**19. ENFORCEMENT.** Enforcement to restrain or to recover damages for violation of these covenants and restrictions may be brought by the Developer or by an owner of any lot, whether acting jointly or individually: The Developer shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

**20. REMEDIES.** If any person shall violate or attempt to violate any of the covenants or restrictions herein, any person owning any real property in this Addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the prevailing party shall be entitled to an award of attorney's fees to be taxed as costs.

**21. NO WAIVER.** The failure of the Developer or of any successor in title to enforce any given restriction or covenant at any time shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these covenants and restrictions.

**22. SEVERABILITY.** Invalidity of any one of these covenants or restrictions shall not affect any of the other provisions, which shall remain in full force and effect.

**23. DURATION.** Except as specifically otherwise limited herein, the covenants and restrictions herein contained shall remain in full force and effect for a period of twenty (20) years from

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the date hereof and shall be automatically renewed and continued thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

**24. BINDING EFFECTS, AMENDMENTS.** These covenants and restrictions are to run with the land and shall be binding upon all parties becoming owners of lots within the Addition. These covenants and restrictions, with the exception of the provisions of paragraph 14 and 15, above, may be amended, modified, changed or cancelled only by a written instrument executed and acknowledged by the owners or owners of a majority of the lots in the Addition, with such amendment, modification, change or cancellation to be effective upon recording of such instrument in the office of the Washington County Clerk.

IN WITNESS WHEREOF, the duly authorized officers of Taylor Kimrey, LLC have executed this instrument this **10th day of November, 2020.**

Taylor Kimrey, LLC

  
Brent Taylor, Managing Partner

(STATE OF OKLAHOMA)

) s.s.

COUNTY OF WASHINGTON)

Before me, the undersigned Notary public, in and for said county and State on this 10th day of November, 2020, personally appeared BRENT TAYLOR, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as it's Managing Partner and acknowledges to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation, for uses and purposes herein set forth. Given under my hand and seal the day and year first above written.

Notary Public



My Commission expires:



BK 1183PG2811



# Exhibit "A"

## PART 1

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS;** Taylor Kimrey, LLC, An Oklahoma LLC, (the "Developer") is the sole owner of the following described real estate, situated in Washington County, Oklahoma, to wit:

**Property Description:**

**TRACT "A":**

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 N/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

**TRACT "B":**

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 N/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

**TRACT "C":**

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 S/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

**TRACT "D":**

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 S/2 NE/4 SE/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE EAST 60.00 FEET THEREOF.

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## Exhibit "A"

Part 2

WHEREAS; the Developer has caused the above described real state to be surveyed, platted and staked into lots and easements in conformity with a written plat of the above described real estate recorded in the office of the County Clerk of Washington County, Oklahoma (the "PLAT") which has been therein designated and named "BLUESTONE ESTATES 1st ADDITION", an addition to the City of Bartlesville, Washington County, Oklahoma (the "Addition"); and

WHEREAS, the Developer desires to dedicate for the public use certain portions of the Addition in order to preserve and enhance the distinctive natural beauty and character of the Addition by the creation and enforcement of developmental standards.

### DEDICATION

NOW, THEREFORE, The Developer does hereby dedicate for public use forever, the easements and rights-of-way as shown on the plat for the several purposes of constructing, maintaining, operating repairing, removing, replacing any and all streets, public utilities including storm and sanitary sewers, telephone lines, cable television lines, electric power line and transformers, gas lines and water lines, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in the streets shown on the plat. No building structure shall or other above or below ground obstruction that will interfere with the purposes of aforesaid will be placed, erected, installed, maintained or permitted upon the easements or rights-of-way as shown on the Plat provided that, however, the Developer hereby reserves the right to construct, maintain, operate, lay & relay water and sewer lines together with the right of ingress and egress over, across and along all strips of land included within the easements and rights-of-way shown on the Plat, both for the furnishing of water and/or sewer services to the Addition.

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