

212585

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the property hereinafter described has heretofore been surveyed and platted as a residential subdivision under the name of Parkland Manor a Subdivision in Washington County, Oklahoma, and as such has been divided into lots, blocks, streets and easements, as shown by the plat on file in the office of the County Clerk of Washington County, Oklahoma, said lands being more particularly described as follows:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 26 North, Range 13 East, being more particularly described as follows:

Beginning at the Northwest corner of this subdivision, being the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence S 0° 00', parallel and coincident with the west line of SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ at 25.00 feet pass a standard monument, a distance of 1320.82 feet to a 3/4 inch iron pipe for the Southwest corner of this subdivision and the Southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence North 89° 57' East with the South line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ at 635.0 feet pass a 1 inch iron pipe, a distance of 660.00 feet to the Southeast corner of this subdivision and the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence North 0° 00' with the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 a distance of 1320.82 feet to the Northeast corner of this subdivision and the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence South 89° 57' West with the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 a distance of 660.00 feet to the Northwest and beginning corner of this subdivision, containing 20.01 acres, more or less.

NOW, THEREFORE, the undersigned, William Bernard Whitney, Sr., and Mary Elizabeth Whitney, his wife, the owners of all of said land, in order to assure the proper use of said real property do hereby impress upon and attach to said lands the following restrictions, conditions and covenants, to-wit:

I.

No lot shall be used except for residence purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed one story in height, and a one or two car private garage. No house, garage or other building shall be moved into this subdivision.

STATE OF OKLAHOMA } SS
 Washington County }
 This instrument was filed for record
 DEC 29 1952
 at 3:55 P.M.

II.

No residence shall be constructed upon any of said lots that shall contain less than 1,200 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be constructed of masonry or double wall standard frame construction with stucco or wood siding, composition shingles or materials equal in quality and appearance.

III.

No building shall be erected on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front or side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant eaves, steps and porches shall not be considered as a part of a building.

IV.

No lot in this Subdivision shall be re-subdivided. The undersigned reserves 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 "easement" sewer and other pipe line conduits, poles and wires and any other method of constructing 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.

V.

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 a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision which building is designed or utilized to house poultry, cows, horses, pigs, turkeys, rabbits or other animals nor shall any such poultry, cows, horses, pigs, turkeys, or other livestock be kept or maintained upon the premises.

VI.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence nor used as a residence, either temporarily or permanently.

VII.

No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only a "for rent" or "for sale" sign, of which one sign, not exceeding 20" X 30", may be placed upon any lot or structure located thereon.

VIII.

No garage or other building erected within the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on said lot.

I.

No septic tank or subsurface sewage disposal system shall be constructed on any lot or tract in said subdivision unless the same be in substantial compliance with the specification of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

X.

No residence shall be erected, placed or altered on any building plot in this subdivision except in accordance with the building plans, specifications and plot plan showing the location of such building which shall have been previously approved in writing by a majority of an architectural committee composed of William Bernard Whitney, Sr., and Mary Elizabeth Whitney or their authorized representative. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Said committee shall serve until June 30, 1963, at which time the then record owners of a majority of the lots which are subject to the covenants set forth herein may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

XI.

These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years

DECLARATION OF AMENDED RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

IN TESTIMONY WHEREOF, the property hereinafter described has heretofore been surveyed and platted as a residential subdivision under the name of Parkland Manor a subdivision in Washington County, Oklahoma, and has such as been divided into lots, blocks, streets and easements, as shown by the amended plat on file in the office of the County Clerk of Washington County, Oklahoma, said lands being more particularly described as follows:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 26 North, Range 13 East, being more particularly described as follows:

Beginning at the Northwest corner of this subdivision, being the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence S 0°00', parallel and coincident with the west line of SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ at 25.00 feet pass a standard monument, a distance of 1320.82 feet to a 3/4 inch iron pipe for the Southwest corner of this subdivision and the Southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence North 89°57' East with the South line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ at 635.0 feet pass a 1 inch iron pipe, a distance of 660.00 feet to the Southeast corner of this subdivision and the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence North 0°00' with the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 a distance of 1320.82 feet to the Northeast corner of this subdivision and the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; Thence South 89°57' West with the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 a distance of 660.00 feet to the Northwest and beginning corner of this subdivision, containing 20.01 acres, more or less.

NOW, THEREFORE, the undersigned, William Bernard Whitney, Sr., and Mary Elizabeth Whitney, his wife, Charles Imig, and Molly A. Imig, his wife, Dale E. Furnas, and Katherine R. Furnas, his wife, William J. Donovan, and Edna Donovan, his wife, Graydon W. Price, and Frances E. Price, his wife, J. R. Melton, and Home Savings and Loan Association, the owners of all of said land, in order to assure the proper use of said real property do hereby impress upon and attach to said lands the following restrictions, conditions and covenants, to-wit:

I.

No lot shall be used except for residence purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed one story in height, and a one or two car private garage. No house, garage or other building shall be moved into this subdivision.

II.

No residence shall be constructed upon any of said lots that shall contain less than 1,200 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be constructed of masonry or double wall standard frame construction with stucco or wood siding, composition shingles or materials equal in quality and appearance.

III.

No building shall be erected on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front or side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant eaves, steps and porches shall not be considered as a part of a building.

IV.

No lot in this Subdivision shall be re-subdivided. The undersigned reserves 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

easement sewer and other pipe line conduits, poles and wires and any other method of constructing 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.

V.

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 a nuisance to the neighborhood and no building shall be erected upon any of the lots in this subdivision which building is designed or utilized to house poultry, cows, horses, pigs, rabbits or other animals nor shall any such poultry, cows, horses, pigs, rabbits, or other livestock be kept or maintained upon the premises.

VI.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence nor used as a residence, either temporarily or permanently.

VII.

No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only a "for rent" or "for sale" sign, of which one sign, not exceeding 20" x 30", may be placed upon any lot or structure located thereon.

VIII.

No garage or other building erected within the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on said lot.

IX.

No septic tank or subsurface sewage disposal system shall be constructed on any lot or tract in said subdivision unless the same be in substantial compliance with the specification of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

X.

No residence shall be erected, placed or altered on any building plot in this subdivision except in accordance with the building plans, specifications and plot plan showing the location of such building which shall have been previously approved in writing by a majority of an architectural committee composed of William Bernard Whitney, Sr., and Mary Elizabeth Whitney or their authorized representative. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Said committee shall serve until June 30, 1963, at which time the then record owners of a majority of the lots which are subject to the covenants set forth herein may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

XI.

These amended covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 parts.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

In Witness Whereof we, the undersigned, owners of the hereinabove described real property, have hereto set our hands as of this the 31 day of March,

1954

William J. Donovan
William J. Donovan

William Bernard Whitney, Sr.
William Bernard Whitney, Sr.

Edna Donovan
Edna Donovan

Mary Elizabeth Whitney
Mary Elizabeth Whitney

Graydon W. Price
Graydon W. Price

Charles Imig
Charles Imig

Frances H. Price
Frances H. Price

Molly A. Imig
Molly A. Imig

J. R. Melton
J. R. Melton

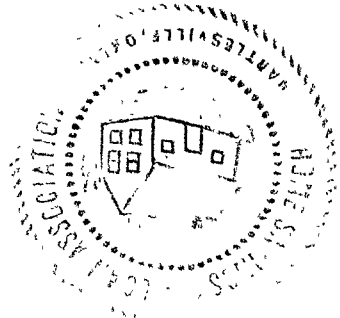
Dale E. Furnas
Dale E. Furnas

Home Savings and Loan Association
Home Savings and Loan Association

Katherine R. Furnas
Katherine R. Furnas

By A. R. Carter
Vice President

Attested Andrew W. Stuts
Secretary



State of Oklahoma)
Washington County) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of March 1954, personally appeared William Bernard Whitney, Sr., and Mary Elizabeth Whitney, his wife, Charles Imig, and Molly A. Imig, his wife, Dale E. Furnas, and Katherine R. Furnas, his wife, William J. Donovan, and Edna Donovan, his wife, Graydon W. Price, and Frances H. Price, his wife, J. R. Melton 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.



Lotta M. Miller
Notary Public

My commission expires: Oct 30, 1954

CORPORATION ACKNOWLEDGMENT

State of Oklahoma Washington County, ss.

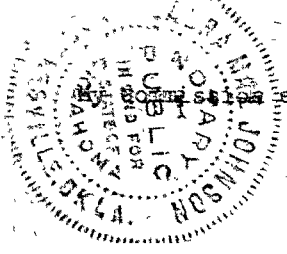
Before me, the undersigned Notary Public in and for said County and State, on this 31st day of March, 1954, personally appeared A.R. Carter to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the

same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

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

Lawrence R. ...
Notary Public

Commission expires August 10, 1958



STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record
APR 9 1954
at 4:30 o'clock P.M.
CLYDE V. REASOR, County Clerk
BY *[Signature]* DEPUTY

