

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 Lakeview Terrace Addition, 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:

A part of Section 16, Township 26 North, Range 13 East, further described as follows: From the Southeast Corner of the E/2, SW/4, SW/4 of Section 16, Township 26 North, Range 13 East, thence North along the East line thereof a distance of 240.6 feet to the point of beginning, thence angle Left  $89^{\circ} 52'$  a distance of 659.2 feet to a point on the West line of the said E/2 SW/4 SW/4, said point being 240.3 feet north of the SW corner of the said E/2 SW/4 SW/4; thence angle right  $89^{\circ} 53'$  along the west line of said E/2 SW/4 SW/4 a distance of 220 feet; thence angle right  $90^{\circ} 07'$  a distance of 115 feet; thence angle left  $90^{\circ} 07'$  a distance of 160 feet along a line parallel to the west line of said E/2 SW/4 SW/4; thence angle left  $89^{\circ} 53'$  a distance of 115 feet to a point on the west line of said E/2 SW/4 SW/4, said point being 620.3 feet north of the Southwest Corner of said E/2 SW/4 SW/4; thence angle right  $89^{\circ} 53'$  a distance of 700.0 feet along the west line of said E/2 SW/4 SW/4 to the Northwest corner thereof; thence angle right  $90^{\circ} 10'$  a distance of 658.9 feet along the north line of said E/2 SW/4 SW/4 to the Northeast corner thereof, thence angle right  $89^{\circ} 49'$  a distance of 446.0 feet along the East line of said E/2 SW/4 SW/4 to a point 874.0 feet North of Southeast Corner thereof; thence angle right  $58^{\circ} 25'$  a distance of 235.1 feet; thence angle left  $58^{\circ} 25'$  a distance of 290.0 feet along a line parallel to the east line of said E/2 SW/4 SW/4; thence left  $89^{\circ} 52'$  a distance of 200 feet to a point on the east line of said E/2 SW/4 SW/4, said point being 460.6 feet north of the Southeast corner of said E/2 SW/4 SW/4; thence angle right  $89^{\circ} 52'$  a distance of 220.0 feet along the East line of said E/2 SW/4 SW/4 to the point of beginning.

NOW, THEREFORE, the undersigned, Ernest W. Thomas, Caroline E. Thomas, G. R. Swick and Carrie E. Swick, the owners of all 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 two stories 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 in Block 1 shall be constructed upon any of said lots that shall contain less than 1200 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. No residence in Block 2 shall contain less than 1000 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each one story residence in Block 1 shall be constructed of masonry, ie, brick, brick veneer, stone, ledgerock, etcetera, the stone used to be laid in a horizontal position, and two story residences in Block 1 shall be constructed so that at least the ground floor story is of masonry as above set out; each residence in Block 2 shall be constructed of masonry or double wall standard frame construction with wood siding, and if wood siding is used, masonry veneer to sill height shall be used on at least the front side of the building.

## 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 street line. No building shall be located nearer than ten (10) feet to a side lot line. No dwelling in Block 1 shall be located on any lot nearer than forty (40) feet to the rear lot line; no dwelling in Block 2 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, except that the undersigned reserves the right to subdivide Block 3. 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 drilling for oil or gas shall be done upon any lot; nor shall any noxious or offensive activity 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.

None of the lots or tracts shown on said plat, and no building erected thereon, shall be used or occupied by any person not of the Caucasian or American Indian race. This prohibition, however, is not intended to prevent the occupancy by persons not of the Caucasian or American Indian race while employed on the premises.

## VII.

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.

## VIII.

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.

## IX.

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.

## X.

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

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 as such building which shall have been previously approved in writing by a majority of an architectural committee composed of Ernest W. Thomas and Caroline E. Thomas 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 August 31, 1964, 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 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 5th day of August, 1954.

(Signed)

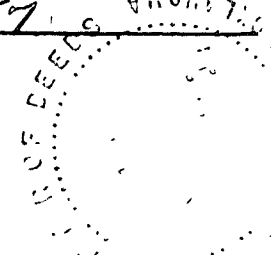
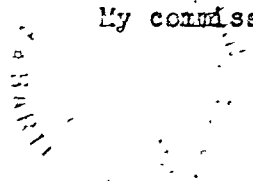
Ernest W. Thomas  
Caroline E. Thomas  
G. R. Swick  
Carrie E. Swick

State of Oklahoma )  
Washington County ) ss.

Before me, the undersigned Notary Public in and for the State of Oklahoma on this 5th day of August, 1954, personally appeared Ernest W. Thomas and Caroline E. Thomas, and G. R. Swick and Carrie E. Swick, 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.

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

(SEAL)  
My commission expires: 7/16/57  
AMMmsubman  
NOTARY PUBLIC



STATE OF OKLAHOMA }  
Washington County } ss.  
This instrument was filed for record  
AUG 5 1954  
at 3:05 p.m.  
CLYDE V. BRASON, County Clerk  
BY [Signature] DEPUTY

AMENDMENT OF RESTRICTIONS FOR LAKEVIEW  
TERRACE ADDITION

KNOW ALL MEN BY THESE PRESENTS, That, Whereas by a certain Declaration of Restrictions bearing date of August 5, 1954, recorded in Book 300 at Page 580 of the records in the Office of the County Clerk for Washington County, Oklahoma, certain restrictions were imposed upon the following described land situated in Washington County, State of Oklahoma, to-wit:

All of Lakeview Terrace Addition, a Subdivision in Washington County, Oklahoma, and being a part of Section 16, Township 26 North, Range 13 East, as particularly described in said Declaration of Restrictions.

AND WHEREAS, the undersigned are the present owners, respectively, of all of the lots and area in said Lakeview Terrace Addition, and now desire to make certain amendments in said restrictions as set out in said Declaration of Restrictions and do hereby amend and change said Restrictions in the following manner:

(1) The restrictions as set forth in the Declaration of Restrictions dated August 5, 1954, are hereby amended to permit a parking lot on Lots 7 and 8 in Block 2 and to permit single or multiple dwellings on Lots 1 through 6 of Block 2. The restrictions are further amended to exclude the sentence reading "No building shall be located nearer than ten (10) feet to a side lot line" as included in Paragraph III of said Declaration of Restrictions, except that this does not apply to Blocks 1 & 3. Said Restrictions are further amended by deleting the names of "Ernest W. Thomas and Caroline E. Thomas", constituting the Architectural Committee, and the date "August 31, 1964", and substituting in lieu thereof, the names of "Terrel Taylor and Sidney Roper" and the date "August 5, 1979".

WITNESS, Our hands this 5<sup>th</sup> day of March, 1975.

Moses L. Thomas  
MOSES L. THOMAS

Wilma Lea Thomas  
WILMA LEA THOMAS, husband and wife,  
Owners of Lot 1 in Block 1 of  
Lakeview Terrace Addition

Robert W. Rogers  
ROBERT W. ROGERS

Dahlia Rogers  
DAHLIA ROGERS, husband and wife,  
Owners of Lot 2 in Block 1 of  
Lakeview Terrace Addition

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Joe Billam  
JOE BILLAM

Grace Billam  
GRACE BILLAM, Husband and wife,  
Owners of Lot 3 in Block 1 of  
Lakeview Terrace Addition

Robert W. Rogers  
ROBERT W. ROGERS

Joe Billam  
JOE BILLAM

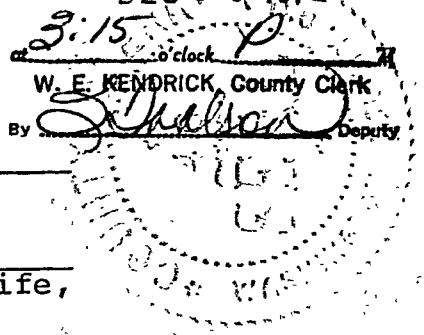
Orval DeLozier  
ORVAL DELOZIER  
Owners of Lot 4 in Block 1  
of Lakeview Terrace Addition

Bruce S. Hastings  
Bruce S. Hastings

Judith M. Hastings  
Judith M. Hastings  
Owner of Lot 5 in Block 1  
of Lakeview Terrace Addition

STATE OF OKLAHOMA }  
Washington County } SS  
This instrument was filed for record

DEC 30 1976



Orval DeLozier  
ORVAL DELOZIER

June Eudora DeLozier  
JUNE EUDORA DELOZIER, Husband and wife,  
Owners of Lot 6 in Block 1  
of Lakeview Terrace Addition

Jack R. Butz  
JACK R. BUTZ

Eunice L. Butz  
EUNICE L. BUTZ, Husband and wife  
Owners of Part of Block 3 of  
Lakeview Terrace Addition, described  
as beginning 50 feet North and 115 feet  
East of the Northwest corner of Block 2  
of Lakeview Terrace Addition; thence  
North 160 feet; thence East 140 feet;  
thence South 160 feet; thence West  
140 feet to the point of beginning.

Leon Lugar  
LEON LUGAR

Myra Lugar  
MYRA LUGAR, Husband and wife,  
Owners of Part of Block 3 of  
Lakeview Terrace Addition  
as specifically described in a certain  
warranty deed dated March 10, 1958,  
recorded in Book 360 at Page 391, from  
Ernest W. Thomas and Caroline E. Thomas,  
husband and wife, to James E. Dunn and  
Lois Jean Dunn, husband and wife.

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Ernest W. Thomas  
ERNEST W. THOMAS

Caroline E. Thomas  
CAROLINE E. THOMAS,

Owners of all of Block 2  
of Lakeview Terrace Addition,  
and Owners of all of Block 3 of  
Lakeview Terrace Addition, except the  
portions herein designated as belonging  
to Jack R. Butz and his wife and  
Leon Lugar and his wife.

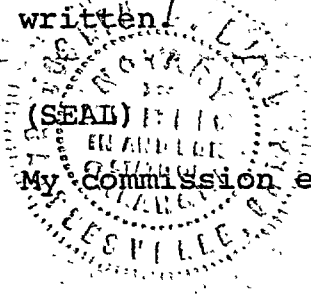
STATE OF OKLAHOMA      SS  
WASHINGTON COUNTY

Before me, the undersigned, a Notary Public, in and for said  
County and State on this 5th day of March, 1975, personally  
appeared Moses L. Thomas and Wilma Lea Thomas, husband and wife;  
Robert Rogers and Dahlia Rogers, husband and wife; Joe Billam and  
Grace Billam, husband and wife; Jim B. Foltz; Orville Delozier and  
June Eudora Delozier, husband and wife; Jack R. Butz and Eunice L.  
Butz, husband and wife; Leon Lugar and Myra Lugar, husband and wife;  
and Ernest W. Thomas and Caroline E. Thomas, to me  
known to be the identical persons who executed the within and fore-  
going 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.

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

Joseph D. Land  
NOTARY PUBLIC

My Commission expires: 4-1-1976.



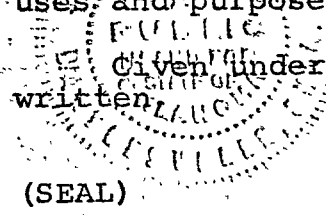
STATE OF OKLAHOMA      SS  
Washington COUNTY

Before me, the undersigned, a Notary Public, in and for said  
County and State, on this 5th day of March, 1975, personally  
appeared Howard L. Countryman and Neva A. Countryman, 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  
uses and purposes therein set forth.

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

Joseph D. Land  
NOTARY PUBLIC

My commission expires: 4-1-1976.



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