

OWNER'S CERTIFICATE AND RESTRICTIONS OF WOODLAND
PARK FIFTH ADDITION, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That WOODLAND PARK DEVELOPMENT CO., INC., an Oklahoma corporation, does hereby certify that it is the owner of and the only corporation or corporations, person or persons, who has any right, title or interest in the land included and embraced in Woodland Park Fifth Addition now platted into lots, blocks, streets and easements as shown on the plat of Woodland Park Fifth Addition, recorded in Plat Envelope 257 of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successors in title to the aforesaid lots, Woodland Park Development Co., Inc., a corporation, does hereby impose the following restrictions and reservations on all of said Woodland Park Fifth Addition, to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever, of any lot or lots included in Woodland Park Fifth Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. All lots in Woodland Park Fifth Addition shall be used exclusively for residential purposes, and no residence or other structure shall be used either in whole or in part as a professional office, shop, school, or studio, or for the conduct of any business or trade.

2. A building site or plot may be one lot, more than one lot or less than one lot, but each building site or plot shall have an area of not less than 8,000 square feet and shall be not less than 75 feet in width along the front building line.

3. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarters, children's play house, and garden shelter.

4. Prior to January 1, 1973, no building shall be erected, placed or altered on any building plot in Woodland Park Fifth Addition until the building plans, specifications, and plot plan showing the location of such building shall have been approved in writing by Woodland Park Development Co., Inc. as to conformity and harmony of external design and materials with other structures in Woodland Park Fifth Addition and as to location of the building with respect to topography and finished ground elevation.

5. Prior to January 1, 1973, each residence constructed in Woodland Park Fifth Addition shall be built by a builder who shall be approved in writing by Woodland Park Development Co., Inc.

6. The outside foundation line of any part of any building including porches, garages, car ports, bay windows, chimneys, etc., shall be located a minimum of 25 feet from the front line, and 25 feet from any side street line, and 10 feet from any side line of the building plot, except that Lots Seven (7) to Fifteen (15) inclusive, shall have a side line set back of not less than 15 feet.

7. Any plot that abuts more than one street shall be deemed to front on each street abutted and any residence erected upon such a

plot in Woodland Park Fifth Addition shall have a presentable frontage on each abutting street.

8. No nuisance shall be committed upon any lot, and fowl or other animals that may be offensive or annoying to the neighborhood shall not be kept in Woodland Park Fifth Addition.

9. No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.

10. No building shall be moved from another location on to Woodland Park Fifth Addition.

11. Any one story dwelling erected in Woodland Park Fifth Addition shall have a minimum of 1600 square feet of ground area under one roof, a minimum of 900 square feet of which shall be living area. Any dwelling of more than one story shall have a minimum of 1800 square feet under one roof, a minimum of 1000 square feet of which shall be ground area.

12. Easements for public utility installations and maintenance are hereby reserved where shown on the recorded plat of Woodland Park Fifth Addition and in and on the side five feet of each side of each building site or plot of ground sold for use as one dwelling site.

13. No fence, whether ornamental or otherwise shall be erected nearer to the front property line than the front building line of any plot.

14. No bill board or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed, and such signs shall not exceed six square feet in area.

15. If the owner or tenant of any lot or lots in Woodland Park Fifth Addition should violate any of the restrictive covenants contained herein, and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site in Woodland Park Fifth Addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings, said attorney fees to be fixed by the court. The amount of said attorney fees, court costs and other expenses allowed and assessed by the court shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions.

16. These restrictive covenants are to run with the land and shall be binding on all parties and all persons until January 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

17. Invalidation of any of these covenants by judgment or by court order shall no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 9th day of August, 1955.

ATTEST:

E. W. Claiborne
Secretary
(SEAL)

WOODLAND PARK DEVELOPMENT CO., INC.

By Bill W. Jones
Vice President

