

DECLARATION OF RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS:

That I, John M. Holliman, am the owner of the hereinafter described Tracts, Parts of Tracts and parcels of real estate located in Washington Highlands, Washington County, State of Oklahoma, and have caused said lands to be re-surveyed and re-platted into Blocks, Lots, Streets and Roadways, in conformity with the Plat thereof filed simultaneously herewith in the office of the County Clerk of Washington County, Oklahoma, prepared by Allen C. Walker, Surveyor, and designated as:

"HOLLIMAN'S RE-PLAT of Tracts 11, 12, 18, 19, The South 37.4' of 20, all of 22 and 23, and a 15' strip adjacent to and parallel to the West side of Tracts 22 and 23, Washington Highlands, all located in the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma"

such Re-Plat containing Blocks Numbered "1" to "6", inclusive, with the lots as shown in each of such Blocks;

I, Prudie S. Holliman, hereby join herein as the wife of John M. Holliman;

For the purpose of providing for, and securing to future owners, the orderly development and use of all of the lots and blocks included in the above described Re-Plat;

A. We have dedicated on said Re-Plat, and hereby dedicate to the public and to public use, the Streets and Roadways as shown by such Re-Plat, and also the easements for water, sanitary sewer, and other public utility purposes, as on such Re-Plat indicated.

B. And, we do hereby impose and impress on all of said lots and lands the following restrictions and reservations as to the use thereof, which shall be binding upon us and upon our successors in interest, and upon any and all future owners of the respective lots, plots and tracts in such Subdivision, and all persons, firms or corporations holding under any of them; and any future conveyance of any lot, plot or tract in such Subdivision, shall be made subject to such restrictive covenants, namely:

1. Block "6" of such Re-Plat has not yet been divided into lots, streets or roadways, and the Owner hereby reserves the right to subdivide said Block into lots, plots or tracts, with suitable streets or roadways, and with appropriate utility easements, and other easements for public use, in such manner as to reasonably conform to the other portions of such Re-Plat.

2. A building site, plot or tract may be one lot or more or less than one lot, but each building site, plot or tract shall have an area of not less than 16,000 square feet and shall not be less than 120 feet in width along the front building line.

3. No lot contained in said Re-Plat, or any building site or plot hereafter created out of a portion of one lot or by a combination of parts of lots as above provided, shall within a period of 30 years from the 30th day of June, 1955, be used for any purpose except for one-family residential purposes, and only one one-family residence, with garage, servant's quarters, and other appurtenant buildings, may be erected on any lot, building site, plot or tract; and the use of any of such residential lots, plots or tracts for the conduct of any trade or business thereon is hereby specifically prohibited.

4. The outside foundation line of any part of any building, including porches, garages, car ports, bay windows, chimneys, or other protrusions shall not be located nearer the front lot line or any side street lot line, than the building lines as shown on such Re-Plat, as to the lots in Blocks 1 to 5 inclusive, nor less than 10 feet from any side line of any building site, plot, or tract.

5. Any plot that abuts more than one street shall be deemed to front on each street abutted, and any residence erected upon such plot shall have a presentable frontage on each abutting street.

6. No one story building shall be permitted to be built on any lot, plot or tract, which shall contain less than 1500 square feet of usable floor space, exclusive of open porches and attached garages. Any dwelling of more than one story shall have a minimum of 1800 square feet of usable floor space, a minimum of 1000 square feet of which shall be on the first or ground floor.

7. Each residence shall be constructed of brick or stone, or brick, stone, or stucco veneer, or of select grade wood construction, and in no event shall the exterior walls of any residence or appurtenant buildings be constructed of any composition material, asbestos shingles, or patented composition siding.

8. No building shall be moved from another location to any lot in said subdivision.

9. No animal or fowl shall be permitted to be kept upon any lot in said subdivision, except household pets.

10. No bill board or advertising sign shall be erected or maintained on any lot, plot or tract in such re-platted subdivision, except for the sole purpose of advertising the sale of such lot, plot or tract, and any such for sale sign shall not exceed 9 square feet in area.

11. No garage or other outbuilding erected upon any lot shall be used for temporary residence purposes.

12. No noxious or offensive odors, and no loud, boisterous, or unusual noises, which would or might annoy occupants of other lots in said subdivision or the lands adjacent thereto, shall be maintained or permitted on any lot.

13. No outside toilet shall be permitted to be built upon any lot in this subdivision, and all sewerage, waste water, and refuse, shall be disposed of by adequate septic tanks or sanitary sewers, and all garbage, trash and waste shall be disposed of in such manner as not to be objectionable to the owners of, or residents on, the property adjacent to, or in the vicinity of each such lot.

14. The digging or drilling for oil, gas, or other minerals on any lot in this subdivision, or the producing of oil, gas, or other minerals from any lot therein, is forever prohibited.

15. All of the restrictions above set out shall be binding upon the purchaser of any lot, plot or tract, and upon its, his, her or their heirs, executors, administrators, devisees, successors and assigns, and each such restriction shall continue until June 30, 1985, at which time said restrictions shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the several lots, plots or tracts in such re-platted subdivision, it is agreed to change, modify, or abolish such restrictions, or any of them, in whole or in part; provided, however, that any individual restriction or restrictions above set out may be changed or modified at any time hereafter by written agreement signed by the owners of not less than three-fourths by area of the lots, plots or tracts in such re-platted subdivision.

16. Invalidation of any one of these covenants by a judgment of a Court of competent jurisdiction, shall in no wise affect any of the other restrictive covenants above set forth, and each and all of said remaining covenants and restrictions shall remain in full force and effect.

17. The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantor herein or any owner of any part of the land described shall have the right to enforce each such restriction in any Court of competent jurisdiction, either by suit or by injunction, to prevent the violation of such restriction or restrictions, or to recover damages for violation thereof.

DATED this 1st day of August, A. D. 1955.

John M. Holliman  
John M. Holliman  
Prudie S. Holliman  
Prudie S. Holliman

STATE OF OKLAHOMA )  
WASHINGTON COUNTY ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of August, 1955, personally appeared John M. Holliman and Prudie S. Holliman, his 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.

Elsie M. Rule  
Notary Public

(Seal)

My commission expires  
August 10, 1957

STATE OF OKLAHOMA } SS  
Washington County }  
This instrument was filed for record  
AUG 15 1955  
2:45 o'clock U  
O. E. CREWS, County Clerk  
BY [Signature]

AGREEMENT AND AMENDMENT TO DECLARATION  
OF RESTRICTIONS AS TO BLOCK 6,  
OF HOLLIMAN'S RE-PLAT

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KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by Dedication dated May 5, 1955, and filed in the office of the County Clerk of Washington County on August 15, 1955, and of record in Plat Envelope 252, in that office, John M. Holliman, joined by Prudie S. Holliman, his wife, caused a portion of Washington Highlands, Washington County, State of Oklahoma, to be re-surveyed and re-platted into blocks, lots, streets and roadways, in conformity with said Plat, and more particularly described and designated as follows:

"HOLLIMAN'S RE-PLAT of Tracts 11, 12, 18, 19, The South 37.4' of 20, all of 22 and 23, and a 15' strip adjacent to and parallel to the West side of Tracts 22 and 23, Washington Highlands, all located in the NW/4 of NE/4 of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma"

AND, WHEREAS, as of August 1, 1955, the said John M. Holliman, joined by his wife, Prudie S. Holliman, made and executed a Declaration of Restrictions covering said Holliman's Re-Plat above described, which Declaration was filed in the office of said County Clerk on August 15, 1955, and recorded in Book 319, at Page 178, in the office of said County Clerk;

AND, WHEREAS, said Declaration of Restrictions contained, among numerous other paragraphs, the following described paragraph relating to Block 6 of such Re-Plat, namely:

"1. Block "6" of such Re-Plat has not yet been divided into lots, streets or roadways, and the Owner hereby reserves the right to subdivide said Block into lots, plots or tracts, with suitable streets or roadways, and with appropriate utility easements, and other easements for public use, in such manner as to reasonably conform to the other portions of such Re-Plat."

AND, WHEREAS, Donald O. Hitzman and Mary Elizabeth Hitzman, husband and wife, as joint tenants and not as tenants in common, are now the owners in fee simple of Block 6 of such Re-Plat, and desire to plat a portion of said Block, and it has been determined by said owners that Restriction numbered "2." in the Declaration of Restrictions above mentioned cannot be observed in its entirety as to the Plat of said Block 6 of said Re-Plat; and the undersigned being the owners of more than three-fourths by area of the several lots and tracts in such Re-Platted Subdivision are willing that said Restriction numbered "2." in said Declaration of Restrictions may be changed as to said Block 6 only, to permit the platting of said Block 6 in a satisfactory manner.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other valuable considerations passing from each of the undersigned to

24416

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the others, the receipt of which considerations is hereby acknowledged, the undersigned each and all contract, covenant and agree that paragraph numbered "2." of said Declaration of Restrictions above mentioned may be, and in so far as the undersigned are concerned, said paragraph "2." of such Declaration of Restrictions shall be and is modified as to said Block 6, only, to read as follows:

"2. A building site, plot or tract may be one lot or more or less than one lot, but each building site, plot or tract shall have an area of not less than 16,000 square feet."

WITNESS our hands this 14th day of July, A. D. 1967.

SIGNATURES OF OWNERS:

DESCRIPTION OF LOTS OR TRACTS IN HOLLIMAN'S RE-PLAT OWNED BY THE SIGNORS:

<p><u>John M. Holliman</u> John M. Holliman</p>	<p>Lots 1 and 4, in Block 1; Lots 1 and 4, in Block 2, Lots 1, 3 and 4, in Block 3</p>
<p><u>Prudie S. Holliman</u> Prudie S. Holliman, his wife</p>	
<p><u>Donald O. Hitzman</u> Donald O. Hitzman</p>	<p>All of Block 6</p>
<p><u>Mary Elizabeth Hitzman</u> Mary Elizabeth Hitzman, husband and wife</p>	
<p><u>Donald O. Hitzman</u></p>	<p>Lot <u>3</u> in Block <u>1</u></p>
<p><u>Harriet C. Hitzman</u> husband and wife</p>	
<p><u>Mrs. Christian</u></p>	<p>Lot <u>2</u>, in Block <u>1</u></p>
<p><u>Betty S. Greenman</u> husband and wife</p>	
<p><u>Walter W. Greenman</u></p>	<p>Lot <u>2</u>, in Block <u>2</u></p>
<p><u>David M. League</u> husband and wife</p>	
<p><u>James M. League</u></p>	<p>Lot <u>5</u>, in Block <u>2</u></p>
<p><u>Levi S. Gray</u> husband and wife</p>	
<p><u>Gaynell Gray</u></p>	<p>Lot <u>2</u>, in Block <u>3</u></p>
<p>_____ husband and wife</p>	

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James P. Williams

<sup>South 100 ft</sup>  
Lot 1, in Block 21

John W. Williams

husband and wife

John W. Williams

Lot 1, in Block 4

William H. Williams

husband and wife

John W. Williams

Lot 3, in Block 4

James E. Williams

husband and wife

John W. Williams

Lot 2, in Block 5

John W. Williams

husband and wife

John W. Williams

Lot \_\_\_\_\_, in Block \_\_\_\_\_

John W. Williams

husband and wife

STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of July, 1967, personally appeared John M. Holliman and Prudie S. Holliman, his wife, and Donald O. Hitzman and Mary Elizabeth Hitzman, 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.

(Notarial Seal)

Eliot M. Cole  
Notary Public

My commission expires  
August 10, 1969

STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 1967, personally appeared Robert J. Weckman and Margaret C. Weckman, 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.

(Notarial Seal)

Mary Ann Dumm  
Notary Public

My commission expires:

11-12-67

STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 1967, personally appeared Miss Christian and \_\_\_\_\_, 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.

(Notarial Seal)

Mary Ann Dumm  
Notary Public

My commission expires:

11-12-67

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STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17 day of July, 1967, personally appeared William W. Grossman and Betty L. Grossman, 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.

(Notarial Seal)

Mary Ann Drum  
Notary Public

My commission expires:  
10-12-67

STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 1967, personally appeared Ray M. League and Norma Lou League, 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.

(Notarial Seal)

Mary Ann Drum  
Notary Public

My commission expires:  
11-12-67

STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 1967, personally appeared Lew J. Gray and Haynell Gray, 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.

(Notarial Seal)

Mary Ann Drum  
Notary Public

My commission expires:  
11-12-67

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STATE OF OKLAHOMA )  
 ) SS.  
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of July, 1967, personally appeared James W. Williams and Shirley Jean Williams, 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.

(Notarial Seal)

Mary Ann Dumm  
Notary Public

My commission expires:

11-12-67

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

MAR 11 1968  
at 2 10 o'clock P M  
PAUL STIMPFF, County Clerk  
BY [Signature] Deputy

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