

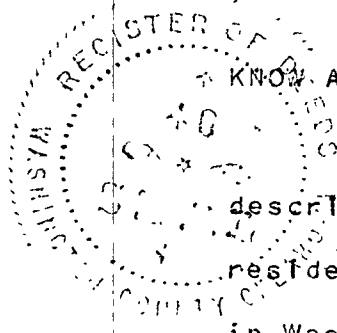
STATE OF OKLAHOMA }
Washington County }
This instrument is for the purpose of

2500000

BOOK 482 PAGE 1071

Jul. 28 1954
930
C. E. CRENSHAW
Rahm

DECLARATION OF RESTRICTIONS



KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the real property hereinafter described has heretofore been surveyed and platted as a residential subdivision under the name of POTTER ADDITION, in Washington County, Oklahoma, and as such has been subdivided 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 land being more particularly described as follows:

A part of the South Half ($S\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and a part of the North Half ($N\frac{1}{2}$) of the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty, Township Twenty-six North, Range Thirteen East, Washington County, Oklahoma, described as follows:

Beginning at the Northeast Corner of the $SE\frac{1}{4}$ $SE\frac{1}{4}$ $SE\frac{1}{4}$, said Section; thence North along the East line thereof, a distance of 150.0 feet; thence West and parallel to the South line of said Section, a distance of 725.5 feet; thence South and parallel to the East line of said Section, a distance of 130.0 feet to a point of curve; thence along a curve to the right having a radius of 131.51 feet, a distance of 81.33 feet to a point of tangent; thence South $35^{\circ}-26'$ West a distance of 127.4 feet; thence East and parallel to the South line of said Section, a distance of 382.18 feet; thence North $87^{\circ}-04'$ East a distance of 195.26 feet; thence East and parallel to the South line of said Section, a distance of 246.5 feet to the East line of said Section; thence North along said East line a distance of 150.0 feet to the point of beginning.

NOW, THEREFORE, THE UNDERSIGNED, ROLAND POTTER, Jr. and VELMA L. POTTER, husband and 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:

1.

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 private garage. No house, garage or other building shall be moved into this subdivision. No Lot in this subdivision may be re-subdivided.

II.

No residence shall be constructed upon any of the lots that shall contain less than 1,200 square feet of useable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be constructed of brick, brick veneer, stone or stone veneer, (concrete blocks not acceptable) with wood siding permitted in porch areas and gables.

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 setback 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 lot line or nearer than ten (10) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior 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, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

IV;

The undersigned reserve 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. All culverts under drive-ways must be of sufficient size to allow proper drainage.

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 animals 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, either temporarily or permanently.

VII.

No billboards or advertising signs or structure 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 specifi-

cations of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

X.

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 part.

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 2nd day of June, 1959.

Roland Potter, Jr.

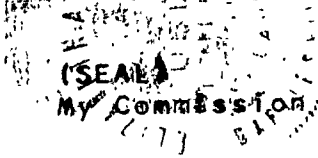
Velma L. Potter

STATE OF OKLAHOMA, :
: ss:
COUNTY OF WASHINGTON, :

Before me, the undersigned Notary Public in and for said County and State, on this 2nd day of June, 1959, personally appeared ROLAND POTTER, Jr. and VELMA L. POTTER, 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.

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

Elizabeth A. Tackett
Notary Public



My Commission expires: June 25, 1962.

EDS+
Book 382 Page 274 A

JAY POTTER BUILDERS, INC.

Bartlesville, Okla.
Sept. 23, 1959

Mr. Ira H. Clingan
The Board of County Commissioners 3-5754
Bartlesville, Okla.

Dear Mr. Clingan;

Regarding the type of roads and streets to be constructed in the Potter Addition about which you requested I will quote you the excerpts of the contract which I have with the Matoka Stone Company and Mr. Tom King.

All streets in this addition are to be surfaced 22' wide, and to add additional material and compact same until we have a desired riding service, and apply a double bituminous surface course according to State Highway specifications.

*to be a min of 4" crusher run rock
for sub base*

Yours very truly,

Mr. Roland Potter Jr.

Roland Potter Jr.

POTTER ADDITION

PRESENTED TO
THE BOARD OF COUNTY COMMISSIONERS
9-30-59 *Approved*
DATE OF ACTION 10-12-59
Ira H. Clingan
CHAIRMAN