

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

HU-BER HEIGHTS, a Subdivision of Section 8, Township 26 North, Range 13 East,

in Washington County, Oklahoma, and as such has been subdivided into lots, blocks, streets, alleys 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:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$), Section Eight (8), Township Twenty-six (26) North, Range Thirteen (13) East, Washington County, Oklahoma; thence East along the North line thereof 660.0 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$); thence South along the East line thereof a distance of 660.0 feet to the Southeast Corner of said tract; thence East along the North line of the Northeast Quarter of the Southwest Quarter of the Northeast quarter (NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$) of said section a distance of 160.0 feet; thence South 30'; thence West and parallel to the North line of said Northeast quarter of the Southwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$) a distance of 470.0'; thence South and parallel to the West line of the Northeast Quarter (NE $\frac{1}{4}$) of said section a distance of 872.1' to the North line of the Highway Right of Way; thence West along the north line of said Right of Way a distance of 350.0' to the West line of the Northeast Quarter (NE $\frac{1}{4}$) of said section; thence North along said West line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8 a distance of 1563.0' to the point of beginning.

NOW, THEREFORE, the undersigned, Carl Webber and Hallie V. Webber, his wife, Francis M. Hughes and Willa Oden Hughes, his wife, Orlan L. Hughes and Mabel C. Hughes, his wife, and Floris Dean Hildebrand and F. M. Hildebrand, her husband, the owners of all of said lands, 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, viz:

(1) All of the lands embraced in said subdivision or disclosed by said plat, shall for a period of twenty (20) years from this date, and as long thereafter as such restrictive use may be extended as herein provided, be used exclusively for residential purposes.

(2) Except as to the provision hereinafter contained, relating to the abode of family servants, not more than one family shall make their residence upon any one of the lots shown on said plat, except as to Lot 13 of Block 1, upon which two (2) residences may be constructed and two families may make their residence, each upon approximately equal rectangular tracts of said Lot.

(3) No residence shall be built upon any of said lots that shall contain less than 900 square feet of usable floor space, exclusive of subsidiary buildings, 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 shingle or materials equal in quality and appearance.

(4) Except as to only one residence, and then only with the written approval of all the undersigned, no building shall be moved from outside the lands hereinabove described to any of the lots in the plat covering the above described lands.

(5) No residence or any building appertaining thereto shall be built less than 25 feet from a North and South street, or less than 10 feet from an East and West Street, except as to said Lot 13 of Block 1, as to which said Lot no residence shall be built less than 25 feet from the street upon which it faces; and each residence shall be built at least 5 feet from any inside lot line, and as to said Lot 13, Block 1, at least 5 feet from the side of the rectangular tract upon which the residence may be constructed, unless the person constructing the same shall have utilized more than one lot or rectangular tract of said Lot 13, in which event such residence shall not be built closer than 5 feet from the outside boundary line of combined lots or tracts.

(6) No building shall be erected upon any of the lots in this subdivision which building is designed or utilized to house chickens, cows, pigs or other animals, nor shall any such chickens, pigs, cows, or other animals be kept or maintained on said premises.

(7) No billboard or advertising sign or structure shall be erected or maintained on any lot in said subdivision except only a "For Rent" or "For Sale" sign, of which one sign not exceeding 20 inches by 30 inches may be placed upon any lot or structure located thereon.

(8) No garage or other outbuilding erected within the said subdivision shall be used for residential purposes other than for such use by the servants of the occupants of the principal dwelling house on said lot or tract.

(9) No septic tank or sub-surface sewage disposal system shall be constructed on any lot or tract in said subdivision unless the same be in substantial compliance with the then specifications of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

(10) All the restrictions above set forth shall be binding upon the purchaser of any lot, or portion of lot, comprising a portion of said subdivision, and upon his or her respective heirs, successors and assigns, for a period of Twenty (20) years from the date hereof, and shall continue after said twenty year period unless changed by agreement in writing executed by the then owners of record of the majority of the area of said subdivision. Invalidation of any one of these covenants by judgment or court order shall in no wise effect the validity of the other provisions which shall remain in full force and effect.

The restrictions and covenants herein set forth shall be annexed to and run with the land, and the grantors herein, or any owners of any part of said subdivision, shall have the right to enforce said restrictions or any one or more of them in any court of competent jurisdiction, either by suit or by injunction, to prevent the violation thereof or to recover damages for violation thereof.

IN WITNESS WHEREOF, we the undersigned, owners of the hereinabove described real property, have hereunto set our hands as of this, the 20th day of March, 1950.

Francis M. Hughes
Willa Oden Hughes
F. M. Hildebrand
Floris Dean Hildebrand
Carl L. Hughes
Mabel C. Hughes
Carl Webber
Hallie V. Webber

STATE OF OKLAHOMA
COUNTY OF TULSA

in
Before me, the undersigned, a Notary Public/and for said County and State, on this 20th day of March, 1950, personally appeared Francis M. Hughes and Willa Oden Hughes, 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.

In Witness whereof, I set my hand and seal the day and year last above written.

Glen H. Hopkins
Notary Public

My commission expires Feb. 19, 1954

STATE OF OKLAHOMA
COUNTY OF TULSA

in
Before me, the undersigned, a Notary Public/and for said County and State, on the 20th day of March, 1950, personally appeared FLORIS DEAN HILDEBRAND AND F. M. HILDEBRAND, 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.

In witness whereof, I set my hand and seal the day and year last above written.

Glen H. Hopkins
Notary Public

My commission expires Feb. 19, 1954

STATE OF KANSAS)
COUNTY OF BUTLER) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of March, 1950, personally appeared ORLAN L. HUGHES AND MABEL C. HUGHES, 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.



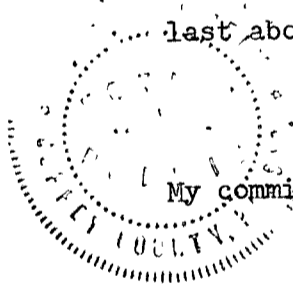
IN WITNESS WHEREOF, I set my hand and seal hereto this day and year last above written.

Paul M. Graham
Notary Public

My commission expires March 1, 1954

STATE OF Kansas)
COUNTY OF Coffey) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of March, 1950, personally appeared Carl Hubber and Hallie V. Hubber, 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.



IN WITNESS WHEREOF, I set my hand and seal hereto this day and year last above written.

J.M. Parascetti
Notary Public

My commission expires March 27-1950.

STATE OF OKLAHOMA }
Washington County } ss
This instrument was filed for record
APR 3 1950
at 3:20 o'clock P. M.
CLYDE V. REASOR, County Clerk
BY [Signature] DEPUTY