

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 East Prairie Heights 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:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 26 North, Range 13 East, Washington County, Oklahoma, being more particularly described by the aforementioned plat under the name of East Prairie Heights on file in the office of the County Clerk of Washington County, Oklahoma.

NOW, THEREFORE, the undersigned Carl M. McKinney and Annie Lenore McKinney, his 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:

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 one story 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 shall be constructed upon any of said lots that shall contain less than 1,200 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be constructed of masonry or double wall frame construction with stucco or wood siding, composition shingles or material equal in quality and appearance.

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 or side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line. No building 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 the building.

IV

No lot in this Subdivision shall be re-subdivided. 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 "utility easement"; sewer and other pipe line conduits, poles and wires and any other method of construction for 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 without liability as a result therefrom to danger of property located within the "utility easement" areas.

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 livestock be kept or maintained upon the premises.

VI

No structure of a temporary character, e.g. trailer, basement, tent, shack, lean-to, 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.

VII

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.

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 specifications of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department, or such other bureau or division of government which may assume duties of the aforementioned agency.

X

In the event of question or reasonable doubt regarding compliance with these covenants, during construction or modification of construction of any structures upon any of the lots, a representative who may be selected by majority agreement of the then owners of all lots within the plat will be allowed to visit and inspect said construction at any time to be agreed upon, but in any event no more than 3 days notice to the builder will be required.

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 recover damages.

Invalidation of any one of these covenants by judgement 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 22nd day of December, 1954.

Carl M. McKinney
Carl M. McKinney

Annie L. McKinney
Annie L. McKinney

State of Oklahoma
Washington County

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of December, 1954, personally appeared Carl M. McKinney and Annie Lenore McKinney, 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.

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

[Signature]
Notary Public

My commission expires: 7/16/57

STATE OF OKLAHOMA }
Washington County } SS
FILED IN MY OFFICE ON
DEC 22 1954
at 1 50 o'clock P M
C. F. CARTER, County Clerk
BY *[Signature]* Deputy

233604

FIRST AMENDED RESTRICTIONS OF
EAST PRAIRIE HEIGHTS SUBDIVISION
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT prior to this date CARL M. McKINNEY and ANNIE L. McKINNEY, husband and wife, filed "Declaration of Restrictions" of East Prairie Heights Subdivision, Washington County, Oklahoma, recorded in Book 307, Page 162 of the records of the County Clerk of said Washington County, Oklahoma; and

WHEREAS, the undersigned, CARL M. McKINNEY and ANNE LENORE McKINNEY, also known as ANNIE L. McKINNEY, husband and wife and KENNETH A. HARPER and THELMA I. HARPER, husband and wife, do hereby certify that they are the owners of and the only persons who have any right, title or interest in the land included and embraced in East Prairie Heights Subdivision.

NOW, THEREFORE, the undersigned owners of all of East Prairie Heights Subdivision, Washington County, Oklahoma, do hereby amend the above described "Declaration of Restrictions" as follows:

That portion of the original "Declaration of Restrictions" of East Prairie Heights Subdivision, Washington County, Oklahoma, recorded in Book 307, Page 162, identified as paragraphs numbered I, II and III are hereby entirely stricken out, cancelled, vacated and entirely nullified and the following paragraphs are hereby substituted therefore as follows:

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 one story in height, and a private garage. No house, garage or other building shall be moved into this subdivision.

II

No residence shall be constructed upon any of said lots that shall contain less than 1,200 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be of masonry construction 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 or side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No building 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 the building.

(continued)

ABSTRACT OF FIRST AMENDED RESTRICTIONS

-2-

EXCEPT as to the intent as herein expressly set out the original "Declaration of Restrictions" of East Prairie Heights Subdivision as above described shall not be considered as having been amended, changed or otherwise modified by this instrument but, subject to terms and provisions hereof, shall continue in full force and effect in accordance with the terms and provisions hereof.

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

IN WITNESS whereof, the undersigned have executed this instrument on this 20th day of December 19 55.

Kenneth A. Harper
Kenneth A. Harper
Thelma I. Harper
Thelma I. Harper
Owners of Lots 12, Block 2

Carl M. McKinney
Carl M. McKinney
Anne Lenore McKinney
Anne Lenore McKinney, also known as
Annie L. McKinney
Owners of Lots 1 to 6 Inclusive,
Block 1 and Lots 1 to 11 Inclusive,
Block 2.

STATE OF OKLAHOMA,
WASHINGTON COUNTY,

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of December 19 55, personally appeared Carl M. McKinney and Anne Lenore McKinney, also known as Annie L. McKinney, husband and wife, and Kenneth A. Harper and Thelma I. Harper, husband and wife, as he 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.

My commission expires: 7/16/57

W. M. ... STATE OF OKLAHOMA }
Notary Public } Washington County }
This instrument was filed for record

JAN 30 1956
at 3:10 o'clock P M
O. E. CREWS, County Clerk
BY *J. ...* Deputy