

ABSTRACT OF 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 WEST RANCH ACRES 2ND 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 lands being more particularly described as follows:

A part of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 16, Township 26 North, Range 13 East, bounded and described as follows: Beginning at the Southeast Corner of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 16; thence North $89^{\circ} 58'$ West along the South line of the said Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) for a distance of 728.0 feet; thence North $0^{\circ} 03'$ West for a distance of 130 feet; thence North $89^{\circ} 58'$ West for a distance of 56 feet; thence North $0^{\circ} 03'$ West for a distance of 600 feet; thence South $89^{\circ} 58'$ East for a distance of 190 feet; thence South $0^{\circ} 03'$ East for a distance of 80 feet; thence South $89^{\circ} 58'$ East for a distance of 454 feet; thence South $0^{\circ} 03'$ East for a distance of 26 feet; thence South $89^{\circ} 58'$ East for a distance of 140 feet to a point on the East line of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 16; thence South $0^{\circ} 03'$ East along the East line of the said Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) for a distance of 106 feet; thence South $89^{\circ} 58'$ East for a distance of 165 feet; thence North $0^{\circ} 03'$ West for a distance of 33 feet; thence South $89^{\circ} 58'$ East for a distance of 165 feet; thence South $0^{\circ} 03'$ East for a distance of 551 feet to a point on the South line of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section 16; thence North $89^{\circ} 58'$ West along the South line of the said Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) for a distance of 330 feet to the point of beginning.

NOW, THEREFORE, the undersigned, Hoppock Developers, Incorporated, the owner of all of said land, in order to assure the proper use of said real property does 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 private garage; Lots 1, 2, 3, 4, in Block 20, and Lots 1 and 2, in Block 16 may be two-story houses. No house, garage or other building shall be moved into this subdivision.

II.

No residence shall be constructed upon any of the lots that shall contain less than 1,400 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.

ABSTRACT OF RESTRICTIONS (Continued)

IV.

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 "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.

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, 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 specifications of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

X.

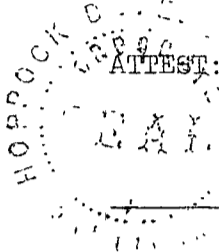
These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

ABSTRACT OF RESTRICTIONS (Continued)

IN WITNESS WHEREOF, we; the undersigned, owners of the hereinabove described real property, have hereto set our hands as of this 4th day of March, 1959.



HOPPOCK DEVELOPERS, INCORPORATED

[Signature]
President

M. L. Hoprock
President

Corporation Acknowledgment

STATE OF OKLAHOMA, County of Washington, ss:

On this 4th day of March, A. D. 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared M. L. Hoprock, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires Jan. 28, 1962 [Signature]
Notary Public

STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record
1959
MAR 6
O. E. BREWSTER County Clerk
[Signature] Deputy

