

ABSTRACT OF HILLCREST HEIGHTS FOURTH ADDITION

OWNER'S CERTIFICATE AND RESTRICTIONS OF HILLCREST HEIGHTS FOURTH ADDITION,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the property hereinafter described has been surveyed and platted as a residential subdivision under the name of HILLCREST HEIGHTS FOURTH ADDITION, a subdivision in Washington County, Oklahoma, and as such has been divided into lots, streets and easements as shown by the plat on file in the office of the County Clerk of Washington County, Oklahoma, in Plat Envelope Number 318.

Starting at the Southeast corner of the Northeast quarter of the Northeast quarter, Section 19, Township 26N, Range 13E, thence 33.00 feet South 89°57' West to a point on the East line of Lot 161 Hillcrest Heights Fourth Addition, thence 247.00 feet North 00°03' West, thence 319.00 feet South 89°57' West thence 247.00 feet South 00°03' East, thence 33.00 feet South 89°57' West, thence 355.00 feet South 27°57' West, thence 518.66 feet South 60°41'57" West, thence 260.00 feet South 05°21' West, thence 724.00 feet South 84°39' East, thence 288.00 feet South 72°41' East, thence 982.83 feet North 00°03' West, thence 33.00 feet North 89°57' East to the point of beginning; all situated in Section 19, Township 26N, Range 13E, Washington County, State of Oklahoma, and containing approximately 16.57 acres more or less.

Now, therefore, the undersigned, L. E. Scott and Nanette Scott, the owners of all said land, and referred to as HILLCREST DEVELOPMENT COMPANY, 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. All lots in Hillcrest Heights Fourth Addition shall be used exclusively for residential purposes, and no residence or other structure shall be used either in whole or in part as a professional office, shop, school, or studio, or for the conduct of any business or trade.

2. A building site or plot may be one lot or more than one lot, and parcels may be taken from one lot and added to others, but in no case will the total number of lots be increased above the number of lots as originally platted, and in no case shall any building site or plot, after any parcel sale, be less than 12,500 square feet.

3. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarters, children's play house, and garden shelter.

4. Prior to January 1, 1985, no building shall be erected, placed or altered on any building plot in Hillcrest Heights Fourth Addition until the building plans, specifications, and plot plan showing the location of such building shall have been approved in writing by Hillcrest Development Company as to conformity and harmony of external design and materials with other structures in Hillcrest Heights Fourth Addition and as to location

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of the building with respect to topography and finished ground elevation.

5. The outside foundation line of any part of any building, including porches, garages, car ports, bay windows, chimneys, etc., shall be located a minimum of 25 feet from the front line, and 25 feet from any side street lines, and 10 feet from any side line of the building plot.

6. Any plot that abuts more than one street shall be deemed to front on each street abutted any any residence erected upon such a plot in Hillcrest Heights Fourth Addition shall have a presentable frontage on each abutting street.

7. There shall be no direct access from Old Tulsa Road to any of Lots 149, 150, 151, 157, 158, 160, 161, or 162 without written permission from Hillcrest Development Company.

8. No nuisance shall be committed upon any lot, and no fowl or animals that may be offensive or annoying to the neighborhood may be kept in this addition.

9. No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.

10. No buildings shall be moved from another location on to Hillcrest Heights Fourth Addition.

11. Any dwelling erected in Hillcrest Heights Fourth Addition shall have a minimum of 1550 square feet of usable floor area, exclusive of breezeways, porches, attached garages, walks, patios or balconies.

12. Easements for public utility installations and maintenance are hereby reserved and dedicated in and on the side and rear five feet of each building site or plot of ground sold for use as one dwelling site. In special cases easements are wider as shown on the recorded plat and shall supersede the five foot easement called for above.

13. No fence shall be erected that will in any way obstruct the view of traffic on any street, nor shall any fence be placed so as to be objectionable to the surrounding area.

14. No bill board or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot or property upon which the sign may be placed, and such signs shall not exceed six square feet in area.

15. If the owner or tenant of any lot or lots in Hillcrest Heights Fourth Addition should violate any of the restrictive covenants contained herein, and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site in the addition may institute legal proceedings to enjoin, abate and/or correct such violation,
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and the owner of the lot permitting the violation shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings, said costs to be fixed by the court. The amount of such fees, costs and other expenses allowed and assessed by the court shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions.

16. These restrictive covenants are to run with the land and shall be binding on all parties and all persons until January 1, 1985, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

17. Invalidatation of any of these covenants by judgment or by court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. Connection of the building sewer to the sewer main shall be made at the wye provided and must be inspected and approved by a representative of Hillcrest Development Company at time of connection, said approval being one of the requirements for using the sewer main. Roofs, paved areas, yards, patios, and courtyards shall not be drained into the sewer system.

19. Driveways shall be twelve (12) feet minimum width at property line with eight (8) feet minimum radius from street.

SIGNED AND DELIVERED THIS 13th day of January, 1964.
STATE OF OREGON
Washington County
This instrument
JAN 13 1964
O. E. CREWS, County Clerk
STATE OF OKLAHOMA
County of Washington
ACKNOWLEDGMENT
L. E. Scott
Nanette Scott

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of January, 1964, personally appeared, L. E. Scott and Nanette Scott, 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.
My commission expires January 16, 1965.

(SEAL) Fair Heather
Notary Public