

205123

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

DECLARATION OF RESTRICTIONS

9 a
BY *[Signature]*

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

HILDEBRAND SUBDIVISION, of Section Eight (8), Township Twenty-six (26) North, Range Thirteen (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 Southwest corner of the North Half of the Northwest quarter of the Northeast quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Eight (8), Township Twenty-six (26) North, Range Thirteen (13) East; thence Easterly along the South line thereof a distance of 460 feet to the Southeast corner of the West 6 2/3 acres of the North Half (N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said Section Eight (8); thence Northerly along the East line of said 6 2/3 acres a distance of 630 feet to the Highway right of way; thence Westerly along the South line of said right of way a distance of 461 feet to a point in the West line of said North Half (N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Eight (8), which point is 30 feet South of the North quarter (N $\frac{1}{4}$) corner of said Section Eight (8); thence Southerly with the West line of the Northeast quarter (NE $\frac{1}{4}$) of said Section Eight (8) a distance of 630 feet to the point of beginning.

NOW, THEREFORE, the undersigned, 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, to-wit:

- (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.
- (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) 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 closer to the street than shown by the boundary lines on the official plat, and each residence shall be built at least 5 feet from any inside lot line.

(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 14th day of June, 1951.

Floris Dean Hildebrand
Floris Dean Hildebrand

F. M. Hildebrand
F. M. Hildebrand

State of Oklahoma)
County of Washington) ss. ACKNOWLEDGMENT:

Before me, Mildred Anderson, a Notary Public in and for said County and State, on this 14th day of June, 1951, personally appeared FLORIS DEAN HILDEBRAND and F. M. HILDEBRAND, her husband, 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.

Mildred Anderson
Notary Public

My commission expires: April 26, 19 53.

