

209191

DECLARATION OF RESTRICTIONS

STATE OF OKLAHOMA }
Washington County } SS

This instrument was filed for record

MAY 7 1952

at 355
CLYDE V. REASOR, County Clerk
BY *M. Jester* DEPUTY

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 FONGER 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 SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

Beginning on the North line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ at a point 550.0' East of the Northwest corner thereof, thence S. 0°01'E. 858.2' to the North line of the highway right-of-way, thence N. 89°52'E. 167.3', thence N. 78°34'E. 305.9', thence N. 35°02'E. 160.3', thence N. 3°13'E. 667.3' to the North line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ at a point which is 172.1' West of the Northeast corner thereof, thence along the North line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 597.2' to the point of beginning.

NOW, THEREFORE, the undersigned, Al Fonger and Mabel Fonger, 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 two stories 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 1,000 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 standard frame construction, with stucco or wood siding, composition shingle or materials 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 lot line or nearer than fifteen (15) feet to any

side street line. No building shall be located nearer than five (5) feet to an interior lot line except that no side yard shall be required for a detached garage or other permitted accessory building located thirty (30) feet or more from the minimum building setback 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.

IV.

No lot in this Subdivision shall be resubdivided. 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.

IN WITNESS WHEREOF we, the undersigned, owners of the hereinabove described real property, have hereto set our hands as of this the 6th day of May, 1952.

Al Fonger
Al Fonger

Mabel Fonger
Mabel Fonger

State of Oklahoma)
) ss
Washington County)

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of May, 1952, personally appeared AL FONGER and MABEL FONGER, 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.

Richard K. Harris
Notary Public

Commission expires: December 26, 1952.

