

219648

STATE OF OKLAHOMA
 Washington County
 This instrument is for record
 DEC 21 1953
 CLYDE V. REASOR, County Clerk
 BY *[Signature]* 1ST DEPUTY

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

HU-BER HEIGHTS 2nd ADDITION, a Subdivision of a portion of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section 8, Township 26 North, Range 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:

All that part of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section 8, Township 26 North, Range 13 East, described as follows, to-wit: Beginning at a point which is 416.4' North and 350.0' East of the center of said Section 8, which point is also the Southeast corner of Hu-ber Heights Addition; thence East along the North Highway right of way 470.8'; thence North parallel with the East line of Hu-ber Heights Addition 871.5'; thence West along the South line of State Street in Hu-ber Heights Addition 470.8' to the intersection of Floris Avenue in said Addition; thence South along the East line of Floris Avenue 871.8' to the point of beginning.

(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 provisions hereinafter outlined 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 1200 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) Except as to only one residence, and then only with the written approval of all the undersigned, 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 less than thirty (30) feet from a North and South Street and not less than ten (10) feet from an East and West Street, and each residence shall be built at least five (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) Should the present house located on Lot 20 cease to be used for the purpose for which it was constructed, or should the existing oil and gas mining lease cease to produce oil and gas in paying quantities, or is abandoned, then and in that event said house shall within sixty (60) days from the happening of any of the above events be removed from said lot 20.

(11) 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 (20) 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 10 day of December, 1953.

F. M. Hildebrand

Osian L. Hughes

Flois Dean Hildebrand

Mabel C. Hughes

Francis M. Hughes

Carl Webber

Willard Dean Hughes

Halli V. Webber

STATE OF OKLAHOMA)
COUNTY OF Sulsa)

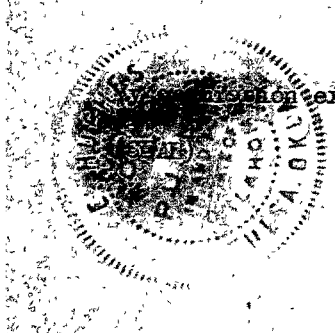
ACKNOWLEDGMENTS:

Before me, E. Hughes, a Notary Public, in and for said County and State, on this 10 day of December, 1953, personally appeared, F. M. Hildebrand and Flois Dean Hildebrand to me known to be the identical person s 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.

E. Hughes
Notary Public

My Commission Expires May 19, 1955

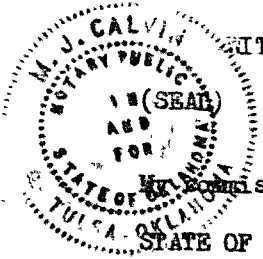


ACKNOWLEDGMENTS: (Continued)

STATE OF OKLAHOMA)
COUNTY OF LeFlore) SS.

Before me, M. J. Calvin, a Notary Public, in and for said County and State, on this 10 day of December, 19 53, personally appeared, Francis M. Hughes and Willie Aden Hughes to me known to be the identical person s 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.



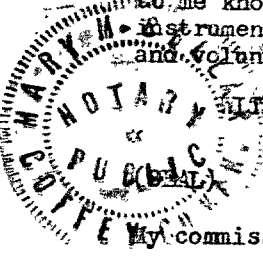
My commission expires: August 4, 19 57.

M. J. Calvin
Notary Public

STATE OF ~~OKLAHOMA~~ Kansas)
COUNTY OF Coffey) SS.

Before me, Mary M. Cellar, a Notary Public in and for said County and State, on this 10th day of December, 19 53, personally appeared, Carl Webber and Hallie V. Webber to me known to be the identical person s 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: Sept. 7, 19 57.

Mary M. Cellar
Notary Public

STATE OF ~~OKLAHOMA~~ Kansas)
COUNTY OF Butler) SS.

Before me, F. Pleasure, a Notary Public in and for said County and State, on this 11 day of December, 19 53, personally appeared, Orlan L. Hughes and Mabel L. Hughes to me known to be the identical person s 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: July 18, 19 56.

F. Pleasure
Notary Public