212535

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the property hereinafter described has heretofore been surveyed and platted as a residential subdivision under the name of Parkland Manor a Subdivision in Washington County, Oklahoma, and as such has been divided 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:

The SW# of the NE# of the SW# and the NW# of the SE# of the SW# or Section 15, Township 26 North, Range 13 East, being more particularly described as follows:

Beginning at the Northwest corner of this subdivision, being the Northwest corner of the SW4 of the NE4 of the SW4 of said Section 15; Thence S 00 001, parallel and coincident with the west line of SW4 NE4 SW4 and NW4 SE4 SW4 at 25.00 feet pass a standard monument, a distance of 1320.82 feet to a 3/4 inch iron pipe for the Southwest corner of this subdivision and the Southwest corner of the NW4 of the SE4 of the SW4 of said Section 15; Thence North 89 57! East with the South line of the NW4 of the SE4 of the SW4 at 635.0 feet pass a 1 inch iron pipe, a distance of 660.00 feet to the Southeast corner of this subdivision and the Southeast corner of the NW4 of the SW4 of said Section 15; Thence North 0 001 with the East line of the NW4 of the SW4 of the SW4 and the SW4 of the NW4 of the SW4 of said Section 15 a distance of 1320.82 feet to the Northeast corner of this subdivision and the Northeast corner of the SW4 of the NW4 of the SW4 of the SW4

NOW, THEREFORE, the undersigned, William Bernard Whitney, Sr., and Mary Elizabeth Whitney, 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:

Í.

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 one or two car private garage. No house, garage or other building shall be moved into this subdivision.

Washington County
This instrument was filed for record
DEC 29 1952

at 3 55

II.

No residence shall be constructed upon any of said lots that shall contain less than 1,200 square feet of usable floor space, exclusive of breeze-ways, porches, attached garages, walks and driveways. Each residence shall be constructed or masonary or double wall standard frame construction with stucco or wood siding, composition smingles or materials equal in quality and appearance.

III.

To building shall be erected on any lot nearer to the front lot line, or nearer to the side street line than the minimum building set back lines shown on the recorder plat. In any event no building shall be located on any lot nearer than thirty 30) fest to the front or side street line. No building shall be located assert than fifteen (15) eet to an interior lot line. No dwelling shall be located as any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this coverant eaves, steps and porches shall not be considered as a part of a building.

IV.

Modern this Subdivision shall be re-subdivided. The undersigned received the right to locate, construct, erect and maintain or cause to be located, somethined, erecta and maintained in and on the areas indicated on the plat as "essentent" sawer and other pipe line conduits, poles and wires and any other method or constructing or performing any public or quasi-public utility function above or tensate the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

٧.

the activity or offersive activity small be carried on upon any lot, nor chall anothing be one thereon which may be or may become an annoyance or a nuisance of the asignormous and no sufficing shall be erected upon any of the lots in this stativision which building is designed or utilized to house poultry, cows, that is, reside or other animals nor shall any such boultry, cows, horses, they, reside or other animals nor shall any such boultry, cows, horses, they, reside on other livestock be kept or maintained uson the premises.

No structure of a temporary character, trailer, basement, tent, snack, garage, barn or other outbuilding shall be exected for use on any lot at any time as a residence nor used as a residence, either temporarily or permanently.

VTT.

No billboards or advertising signs or structures 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 ouilding erected within the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dw lling on said lot.

Is.

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 specification of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

I.

No residence shall be erected, placed or altered on any building plot in this subdivision except in accordance with the building plans, specifications and plot plan showing the location of such building which shall have been previously approved in writing by a majority of an erchitectural committee composed of william Bernard Whitney, Sr., and Mary Elizabeth Whitney or their authorized representative. In the event of death or residuation of any member of the committee the remaining members shall have full authority to designate a successor. Said committee shall serve until June 30, 1963, at which time the then record owners of a majority of the lots which are subject to the covenants set forth herein may designate in writing only recorded among the land records their authorized representatives who thereafter shall have all or the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

1

These covenants are to run with the land, an 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 suboratically extended for successive periods of ten (10) years unless the instrument signed by a majority of the then owners of the lots has been recorded, attaches to change said covenants in whole or in larts.

Intorecement 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 on to recover damages.

Invalidation of any ole of these covenants by judgment or court order small in addition little any of the other provisions which small remain in full force and effect.

In Times at 10r we, the undersigned, owners of the hereinabove described issland, have hereto set our hands as of this the 54 day of December, 1952.

William B Whitney Sr. Mary Elizabeth Whitney

Before me, the undersigned, a Notary Public in and for said County and Detto, on this Juday of December, 1952, personally appeared William Bernard Thitaey, Dr., a d Mary Elizaceth Thitney, his wife, to me known to be the identical officers the emercial the Lithic and foregoing instrument and acknowledged to me that they executed the case as their free and voluntary act and deed for the uses and curvoses therein a thorth.

II---- v hand and official seal the day and year last above written.

Wotary Public

The confiction expires:

BECLARATI, 1 OF AGAILD RESTALOTIONS

KNOW ALL MIR BY TH SE FRESHNTS:

In T, which S, the property hereinafter described has heretofore been surveyed and platted as a residential subdivision under the name of Parkland Manor a subdivision in Washington County, Oklahoma, and has such as been divided into lots, blocks, streets and easements, as shown by the amended plat on file in the office of the County Clerk of Washington County, Oklahoma, said lands being more particularly described as follows:

The SW $_{+}^{\perp}$ of the NE $_{+}^{\perp}$ of the Sw $_{+}^{\perp}$ and the NW $_{+}$ of the S $_{+}^{\perp}$ of the SW $_{+}^{\perp}$ of Section 15, Township 26 North, Range 13 East, being more particularly described as follows:

Beginning at the Northwest corner of this subdivision, being the Northwest corner of the $SN_{\bar{+}}$ of the $N_{\bar{+}}$ of the $SN_{\bar{+}}$ of said Section 15; Thence S 0°00', parallel and coincident with the west line of $SN_{\bar{+}}N_{\bar{+}}SN_{\bar{+}}$ and $NN_{\bar{+}}SE_{\bar{+}}SN_{\bar{+}}$ at 25.00 feet pass a standard monument, a distance of 1320.82 feet to a 3/4 inch iron pipe for the Southwest corner of this subdivision and the Southwest corner of the $NN_{\bar{+}}$ of the $SE_{\bar{+}}$ of the $SN_{\bar{+}}$ of said Section 15; Thence North 89°57! mest with the South line of the $NN_{\bar{+}}$ of the $SN_{\bar{+}}$ of the $SN_{\bar{+}}$ of the Southwest corner of the Southwest corner of the Southwest corner of the $SN_{\bar{+}}$ of said Section 15; Thence North 0°00' with the East line of the $SN_{\bar{+}}$ of said Section 15; Thence North 0°00' with the East line of the $NN_{\bar{+}}$ of the $SE_{\bar{+}}$ of the $SN_{\bar{+}}$ and the $SN_{\bar{+}}$ of the $NE_{\bar{+}}$ of the $SN_{\bar{+}}$ of the $SN_{\bar{+}}$

NOW, THERE ORE, the undersigned, william Bernard Whitney, Sr., and Mary clizateth whitney, his wife, Charles Imig, and Holly A. Imig, his wife, Dale L. Furnas, and Katherine R. Furnas, his wife, William J. Donovan, and Edna Donovan, his wife, Graydon W. Price, and Frances H. Price, his wife, J. R. Melton, and Home Savings and Loan Association, the owners of all of said land, in order to assure the proper use of said real property to 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 one or two car private garage. No house, garage or other building shallbe moved into this subdivision.

II.

No residence shall be constructed upon any of said lots that shall contain less than 1,200 square feet of usable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be constructed of masonary or double wall standard frame construction with stucco or wood siding, composition shingles 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 outlding set back 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 or side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line. No dwelling shall be located—on-any-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.

IV

No lot in this Subdivision shall be re-subdivided. 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' sever and other pipe line conduits, polos and wires and any other method of constructing or perfor ung my public or quest-buolic utilaty function above or beleast the surface of the ground, with the right of access at any time to the same for the purpose of prepair and caintenance.

he nextus or effensive activity shall be carried on upon any lot, nor small anything be done thereon which may be or may become an annoyance or a nuisance to the heighborhood and no building shall be erected upon any of the lots in this succeives on which building is designed or utilized to house poultry, cows, norses, bigs, rappits or other animals nor shall any such poultry, cows, horses, pigs, rappits, or other livestock be kept or maintained upon the premises.

VI.

No structure of a temporary character, trailer, pasement, tent, shack, garage, parm or other outbuilding shall be erected for use on any lot at any time as a residence nor used as a residence, either temporarily or permanently.

VIII.

No oillooards or advertising signs or structures shall be erected or maintained upon any lot in said supervision except only a "for rent" or "for sale" sign, of waion one sign, not exceeding 20" x 30", may be placed upon any lot or structure located thereon.

Vii.

No garage or other oullaing 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 specification of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

No residence shall be erected, placed or altered on any building plot in this sublivision except in accordance with the building plans, specifications and plot plan showing the location of such building which shall have been previously approved in writing by a majority of an architechiral committee composed of William Bernard writing, Sr., and Mary Elizabeth Whitney or their authorized representative. In the event of death or resignation of any member of the committee the remaining rembers shall have full authority to designate a successor. Said committee shall serve until June 30, 1763, at which time the then record owners of a majority of the lots which are subject to the covenants set forth herein may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously iele ated herein to the aforesaid committee.

These amended 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 major ty of the then owners of the lots has been recorded, agreeing to change sai. covenants in whole or in parts.

enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant eitner to restrain violation or to recover damages.

In alidation 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 Tiller a seef we, the undersigned, owners of the hereinabove lestribed real property, have hereto set our hunds as of this the 31 day of March,

1954

William I Donnay	William Bernard whitney, Sr.
William J. Donogan	William Bernard Whitney, Sr.
Edna Rongrami Edna Bonovan	Mary Elizabeth Shitney Hary Wizabeth Whitney
Graydon A Trice	Charles Imig
Frances H. Price	Molly A. Idie
A R meetors	Dale E. Furnas
Home Savings and Loch Association	Katherine R. Furnas Katherino R. Furnas
By A & Caste Vice President	- 0'37714537464
Attested Hollow Secretary	
	S. C.
State of Oklahoma)	Service Control of the Control of th
State of Oklahoma)) ss %ashington County),	Section 1
Before me, the undersigned. State, on this 3/s day of March, whitney, Sr., and Mary Elizabeth whitn his wife, Dale E. Furnas, and Katherin Edna Donovan, his wife, Graydon W. Fri Melton to me known to be the identical	a Notary Public in and for said County and 1954, personally appeared william Bernard ey, his wife, Charles Imig, and Molly A. Imie R. Furnas, his wife, William J. Donovan, a ce, and frances H. Price, his wife, J. R. persons who executed the within and foregointhey executed the same as their free and depurposes therein set forth.
Before me, the undersigned. State, on this 3/s day of March this wife, Dale E. Furnas, and Katherin Edna Donovan, his wife, Graydon W. Fri Melton to me known to be the identical instrument and acknowledged to me that voluntary act and deed for the uses an	1954, personally appeared william Bernard ey, his wife, Charles Imig, and Molly A. Imi e R. Furnas, his wife, William J. Conovan, a ce, and Frances H. Price, his wife, J. R. persons who executed the within and foregoi they executed the same as their free and
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Before me, the undersigned. State, on this 3/d day of North whitney, Sr., and Mary Elizabeth whitn his wife, Dale E. Furnas, and Katherin Edna Donovan, his wife, Graydon W. Pri Melton to me known to be the identical instrument and acknowledged to me that voluntary act and deed for the uses an all MITNESS my hand and official	1954, personally appeared william Bernard ey, his wife, Charles Imig, and Molly A. Imie R. Furnas, his wife, William J. Donovan, a ce, and Frances H. Price, his wife, J. R. persons who executed the within and foregoi they executed the same as their free and d purposes therein set forth. seal the day and year last above written. Notary Public
Before me, the undersigned. State, on this 3/d day of Narch whitney, Sr., and Mary Elizabeth whitn his wife, Dale E. Furnas, and Katherin Edna Donovan, his wife, Graydon W. Pri Melton to me known to be the identical instrument and acknowledged to me that voluntary act and deed for the uses an elithest and acknowledged to me that voluntary act and deed for the uses and acknowledged to me that voluntary act and deed for the uses and elithest me that will be acknowledged to me that voluntary act and deed for the uses and elithest me that will be acknowledged to me that will be acknowledged to me that we have a supplied to the uses and the supplied to the supplied to the supplied to the uses and the supplied to th	1954, personally appeared william Bernard ey, his wife, Charles Imig, and Molly A. Imie R. Furnas, his wife, William J. Donovan, a ce, and Frances H. Price, his wife, J. R. persons who executed the within and foregointhey executed the same as their free and dipurposes therein set forth. seal the day and year last above written. Notary Public
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Before me, the undersigned. State, on this 3/d day of Narch whitney, Sr., and Mary Elizabeth whitn his wife, Dale E. Furnas, and Katherin Edna Donovan, his wife, Graydon W. Fri Melton to me known to be the identical instrument and acknowledged to me that voluntary act and deed for the uses an elitable and efficial elitable. ANO STANCES my hand and official CORPORATIONS State of Oklahoma Washington	1954, personally appeared william Bernard ey, his wife, Charles Imig, and Molly A. Imie R. Furnas, his wife, William J. Donovan, a ce, and Frances H. Price, his wife, J. R. persons who executed the within and foregointhey executed the same as their free and dipurposes therein set forth. seal the day and year last above written. Latta Molley Public Notary Public County, ss.
Before me, the undersigned State, on this 3/0 day of March Shitney, Sr., and Mary Elizabeth Shitney his wife, Dale E. Furnas, and Katherin Edna Donovan, his wife, Graydon W. Pri Melton to me known to be the identical instrument and acknowledged to me that voluntary act and deed for the uses an elithest with the second of t	1954, personally appeared william Bernard ey, his wife, Charles Imig, and Molly A. Imie R. Furnas, his wife, William J. Donovan, a ce, and Frances H. Price, his wife, J. R. persons who executed the within and foregointhey executed the same as their free and dipurposes therein set forth. seal the day and year last above written. Latta Molley Notary Public Notary Public in and for said County and
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same as	—his	free and volum	tary act and o	deed and as the	e free and	
voluntary a	ct and deed o	of such Corporation	n, for the use	es and purpose	s therein	
set forth.	•			•		
A CONTRACTOR OF THE PARTY OF TH	itness my han	nd and official se	Jama	Mary Publ	muri	
			S W	This instrum APR 9 at 4 3 0 ct. CLYDE V. REAS	ent was filed for record	, ~ .