

OWNERS' CERTIFICATE AND RESTRICTIONS OF WOODLAND PARK  
THIRD ADDITION, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Woodland Park Development Co., Inc., an Oklahoma corporation, and Charles F. Shertzer and Wilma Gene Shertzer, husband and wife, do hereby certify that they are the owners of and the only corporation or corporations, person or persons, who have any right, title, or interest in the land included and embraced in Woodland Park Third Addition now platted into lots, blocks, streets and easements as shown on the plat of Woodland Park Third Addition, recorded in Plat Envelope 247 of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, Woodland Park Development Co., Inc., a corporation, and Charles F. Shertzer and Wilma Gene Shertzer, husband and wife, do hereby impose the following restrictions and reservations on all of said Woodland Park Third Addition, to which it shall be incumbent upon all successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever, of any lot or lots included in Woodland Park Third Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. All lots in Woodland Park Third 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, more than one lot or less than one lot, but each building site or plot shall have an area of not less than 8,000 square feet and shall be not less than 75 feet in width along the front building line.
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, 1973, no building shall be erected, placed or altered on any building plot in Woodland Park Third Addition until the building plans, specifications, and plot plan showing the location of such building shall have been approved in writing by Woodland Park Development Co., Inc. as to conformity and harmony of external design and materials with other structures in Woodland Park Third Addition and as to location of the building with respect to topography and finished ground elevation.
5. Prior to January 1, 1973, each residence constructed in Woodland Park Third Addition shall be built by a builder who shall be approved in writing by Woodland Park Development Co., Inc.
6. 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 lot line, and 25 feet from any side street line, and 10 feet from any side line of the building plot.
7. Any plot that abuts more than one street shall be deemed to front on each street abutted and any residence erected upon such a plot in Woodland Park Third Addition shall have a presentable frontage on each abutting street.
8. No nuisance shall be committed upon any lot, and fowl or other animals that may be offensive or annoying to the neighborhood shall not be kept in Woodland Park Third Addition.

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

10. No building shall be moved from another location on the Woodland Park Third Addition.

11. Any one story dwelling erected in Woodland Park Third Addition shall have a minimum of 1600 square feet of ground area under one roof, a minimum of 900 square feet of which shall be living area. Any dwelling of more than one story shall have a minimum of 1800 square feet under one roof, a minimum of 1000 square feet of which shall be ground area.

12. Easements for public utility installations and maintenance are hereby reserved where shown in the recorded plat of Woodland Park Third Addition and in and on the side five feet of each side of each building site or plot of ground sold for use as one dwelling site.

13. No fence, whether ornamental or otherwise shall be erected nearer to the front property line than the front building line of any plot.

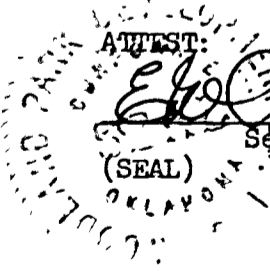
14. No bill board or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed, and such signs shall not exceed six square feet in area.

15. If the owner or tenant of any lot or lots in Woodland Park Third 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 Woodland Park Third Addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings, said attorney fees to be fixed by the court. The amount of said attorney fees, court 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, 1973, at which time said covenants shall be automatically 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. Invalidation of any of these covenants by judgment or by court order shall no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 23<sup>rd</sup> day of March, 1955.

ATTEST:  
  
E. D. Osborne  
Secretary

WOODLAND PARK DEVELOPMENT CO., INC.

By Donald Gordon  
President

Charles F. Shertzer  
Charles F. Shertzer

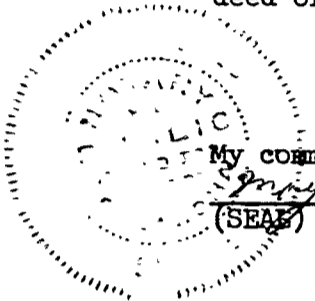
Wilma Gene Shertzer  
Wilma Gene Shertzer

STATE OF OKLAHOMA  
 COUNTY OF WASHINGTON

SS

Before me, a Notary Public in and for said County and State, on this 23<sup>rd</sup> day of March, 1955, personally appeared Donald Gordon to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ~~the~~ President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Bill W. Jones  
 Notary Public



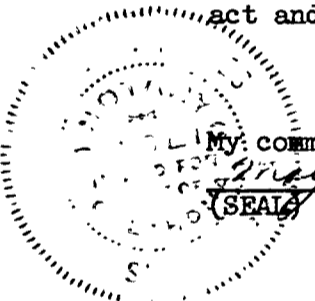
My commission expires: May 18, 1955  
 (SEAL)

STATE OF OKLAHOMA  
 COUNTY OF WASHINGTON

SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 23<sup>rd</sup> day of March, 1955, personally appeared CHARLES F. SHERTZER and WILMA GENE SHERTZER, husband and 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.

Bill W. Jones  
 Notary Public



My commission expires: May 18, 1955  
 (SEAL)

STATE OF OKLAHOMA } SS  
 Washington County }  
 This instrument was filed for record

MAR 29 1955

at 2<sup>00</sup> o'clock <sup>P</sup>  
 O. E. CREWS, County Clerk  
 BY Rahn Deputy

