

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 BEL-AIRE ADDITION,

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:

The South half (S/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section 4, Township 26North, Range 13East.

NOW THEREFORE, the undersigned GRACE SCRUGGS and BEN SCRUGGS, her husband the owners of all 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, viz:

(1) All of the lands embraced in said subdivision or disclosed in said plat, shall for a period of twenty years from this date and so 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 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 1100 square feet of usable floor space, exclusive of subsidiary buildings, porches, attached garages, walks and drive-ways. Each residence shall be constructed of brick or stone or combination of brick or stone with wainscoting.

(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) Building lines are hereby established as shown on said plat above referred to and no residence or part thereof except open porches shall be erected near the street than the building lines so established. No residence or attached garage shall be placed nearer than five (5) feet to any side property line.

(6) No building shall be erected on any of the lots in this subdivision which building is designated or utilized to house chickens, cows, pigs or other animals, nor shall any such chickens, cows, pigs, or other animals be kept or maintained on said premises. It is the intent not to exclude household pets.

(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 noxious or offensive trade or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(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 affect 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 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 6th day of February, 1957.

Grace Scruggs

GRACE SCRUGGS
Ben Scruggs

BEN SCRUGGS

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss

Before me the undersigned a Notary Public, in and for said County and State, on this .. 6th day of .. February .., 1957, personally appeared, G. Grace Scruggs and .. Ben Scruggs 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.

My Commission Expires... January 14, 1961

Alice K. Steffens
.....
Notary Public



STATE OF OKLAHOMA }
Washington County } ss
This instrument was filed for record
FEB 11 1957
4 20 o'clock P.M.
O. E. CREWS, County Clerk
L. Ross



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

APR 18 1960

AMENDED RESTRICTIONS

at 1:30 p'clock P M
O. E. CREWS, County Clerk
BY R. R. ... Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, GRACE SCRUGGS AND BEN SCRUGGS, HER HUSBAND, DID ON THE 11TH DAY OF FEBRUARY, 1957, FILE IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA, THE RESTRICTIONS OF BEL-AIRE ADDITION, IN WASHINGTON COUNTY, OKLAHOMA, THE SAME BEING RECORDED IN BOOK 344 AT PAGE 79 IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA.

AND, WHEREAS, PARAGRAPH (1) OF SUCH RESTRICTIONS PROVIDE: "ALL OF THE LANDS EMBRACED IN SAID SUBDIVISION OR DISCLOSED IN SAID PLAT, SHALL FOR A PERIOD OF TWENTY YEARS FROM THIS DATE AND SO LONG THEREAFTER AS SUCH RESTRICTIVE USE MAY BE EXTENDED AS HEREIN PROVIDED, BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES."

AND, WHEREAS, IT IS THE DESIRE OF A MAJORITY OF THE OWNERS OF THE AREA OF SAID SUBDIVISION TO AMEND AND CHANGE SAID RESTRICTIONS SO THAT LOTS ON E (1), TWO (2) AND THREE (3), OF BLOCK ONE (1) OF SAID BEL-AIRE ADDITION MAY BE USED FOR BUSINESS PURPOSES.

NOW, THEREFORE, THE UNDERSIGNED, BEING THE OWNERS OF RECORD OF A MAJORITY OF THE AREA OF LAND IN BEL-AIRE ADDITION OF WASHINGTON COUNTY, OKLAHOMA, DO HEREBY AMEND PARAGRAPH (1) OF THE RESTRICTIONS FILED FOR RECORD IN BOOK 344 AT PAGE 79 IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA, AS FOLLOWS:

"(1) ALL OF THE LANDS EMBRACED IN SAID SUBDIVISION OR DISCLOSED IN SAID PLAT SHALL FOR A PERIOD OF TWENTY YEARS FROM THIS DATE AND SO LONG THEREAFTER AS SUCH RESTRICTIVE USE MAY BE EXTENDED AS HEREIN PROVIDED, BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES, EXCEPT LOTS ONE (1), TWO (2), AND THREE (3) OF BLOCK ONE (1), BEL-AIRE ADDITION, WASHINGTON COUNTY, OKLAHOMA, MAY BE USED FOR GENERAL BUSINESS PURPOSES."

ALL OTHER RESTRICTIONS PERTAINING TO BEL-AIRE ADDITION OF WASHINGTON COUNTY, OKLAHOMA, AS FILED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING A MAJORITY OF THE OWNERS OF RECORD OF THE AREA OF BEL-AIRE ADDITION, WASHINGTON COUNTY, OKLAHOMA, HAVE SET THEIR HANDS AND SEAL THIS 18th DAY OF April, 1960.

LOTS 1, 2, 3, 9, 10, 11, 12, & 17, BLOCK ONE (1)

Grace Scruggs
GRACE SCRUGGS

Ben Scruggs
BEN SCRUGGS

LOT 7, BLOCK ONE (1)

Beatrice Blevins
BEATRICE BLEVINS

LOT 6, BLOCK ONE (1)

Scott Raley
SCOTT RALEY

Katherine Raley
KATHERINE RALEY

LOT 14, BLOCK ONE (1)

Anna Koch

L. L. Shoh

LOT 13, BLOCK ONE (1)

Ray Louis High

Kenneth D High

LOT 5, BLOCK ONE (1)

Maurice R Burbidge

O. K. Burbidge

LOT 8, BLOCK ONE (1)

Fred Schmidt

Cecile J Schmidt

STATE OF OKLAHOMA)
(ss
WASHINGTON COUNTY)

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 18TH DAY OF APRIL, 1960, PERSONALLY APPEARED GRACE SCRUGGS AND BEN SCRUGGS, HER HUSBAND; BEATRICE BLEVINS, A WIDOW; SCOTT RALEY AND KATHERINE RALEY, HIS WIFE; ANNA KROH AND L. L. KROH, HER HUSBAND; KAY LOREI HIGH AND KENNETH D. HIGH, HER HUSBAND; MAURINE R. BURBRIDGE AND O.K. BURBRIDGE, HER HUSBAND; FRED SCHMIDT AND CECILE J. SCHMIDT, 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.

Ramona B. Hopper
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires March 25, 1963

