

ABSTRACT OF 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 HUGHES-FISHER SECOND 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 Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4), Section 4, Township 26 North, Range 13 East.

NOW THEREFORE, the undersigned Orlan L. Hughes and Mabel C. Hughes, husband and wife, and Independent School District No. 30 of Washington County, Oklahoma, 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 except Lot 15, Block One (1) of Hughes-Fisher Second Addition shall be used exclusively for school 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, except said Lot 15, Block One (1) which shall be used exclusively for school purposes and no residence or other building not used for school purposes shall be constructed on said lot.

(3) No residence shall be built upon any of said lots that shall contain less than 850 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) 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 25 feet from a North and South Street, or less than 10 feet from an East and West Street, and each residence shall be built at least 6 feet from any inside lot 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 Feb., 1957.

Orlan L. Hughes
Orlan L. Hughes

Mabel C. Hughes
Mabel C. Hughes

INDEPENDENT SCHOOL DISTRICT NO. 30
of Washington County, Oklahoma

By George R. Benz
President

ATTEST:
Wm. McCallan
Clerk

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

On this 28th day of January, 1957, personally appeared George R. Benz, to me known to be the identical person who prescribed the name of INDEPENDENT SCHOOL DISTRICT NO. 30 of Washington County, Oklahoma, as its 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 School District, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Laton L. Duty

My Commission expires:
June 1, 1958

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

Before me, the undersigned, a Notary Public in and for said County and State on this 6th day of Feb., 1957, personally appeared Orlan L. Hughes and Mabel C. Hughes, 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.

WITNESS my hand and official seal the day and year last above written.



Notary Public

(SEAL)

My Commission Expires:
July 18, 1960.
NOTARY PUBLIC
BUTLER COUNTY, KANSAS

STATE OF OKLAHOMA } ss
Washington County
This instrument was filed for record
FEB 18 1957
10 53 o'clock A
O. E. CREWS County Clerk
BY [Signature] Post

