

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 POTTER'S THIRD ADDITION, in Washington County, Oklahoma, and as such has been subdivided 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 land being more particularly described as follows:

A part of the Southeast quarter of the Southeast quarter (SE/4 SE/4) of Section 20, Township 26 N., Range 13 E., Washington County, Oklahoma, beginning at a point which is 50.0 feet North and 16.5 feet West of the Southeast corner of the above described tract, thence North and parallel to the East line of said Section a distance of 457.3 feet, thence West 230.0 feet, thence South  $87^{\circ} 04'$  West a distance of 195.26', thence East 320.82 feet, thence South  $35^{\circ} 26'$  West a distance of 97.9 feet to a point of curve having a radius of 169.67 feet, thence along said curve a distance of 105.43 feet, thence south 120.0 feet, thence East and parallel to the South line of said section a distance of 580.0 feet, thence South and parallel to the East line of said section a distance of 150.0 feet to a point which is 50.0 feet North of the South line of said section, thence East and parallel to said South line a distance of 256.8 feet to the point of beginning.

NOW, THEREFORE, the undersigned, ROLAND POTTER, JR. and VELMA L. POTTER, husband and wife, the owners of all of said land, in order to assure the proper use of said real estate do hereby impress upon and attach to said lands the following Restrictions, conditions and covenants, to-wit:

I.

No lot in this Addition shall be used for other than residential purposes, except Block "A" which may be used for business purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage. No house, garage or other building shall be moved into this subdivision. No lot in this subdivision may be re-subdivided.

II.

No residence shall be constructed upon any of the lots that shall contain less than 1,200 square feet of useable floor space, exclusive of breezeways, porches, attached garages, walks and driveways. Each residence shall be constructed of brick, brick veneer, stone or stone veneers (concrete blocks are not acceptable), with wood siding permitted in porch areas and gables.

III.

No building shall be erected on any lot line nearer to the front lot line or nearer to the side street than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five feet (25') to the front lot line or nearer than fifteen feet (15') to any side street line. No building shall be located nearer to the side lot line than a distance equal to 10% of the width of the lot, and for the purpose of this covenant caves, steps, porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

IV.

The undersigned reserve the right to locate, construct, erect and maintain or cause to be

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476 PAGE 176

located, constructed, erected and maintained in and on the areas indicated on the plat as "EASEMENT", sewer and other pipe line conduits, poles and wires and any other method of constructing or performing any public or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance. All culverts under driveways must be of sufficient size to allow proper drainage.

V.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision which building is designed or utilized to house poultry, cows, horses, pigs, rabbits or other animals, nor shall any such poultry, cows, horses, pigs, rabbits or other animals be kept or maintained upon the premises.

VI.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence either temporarily or permanently.

VII.

No billboards or advertising signs or structure 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 building 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 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 specifications of the Bureau of Environment Sanitation of the Oklahoma State Sanitation Department.

X.

These 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 majority of the then owners of the lots shall have been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or

BOOK 476 PAGE 177

persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation 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 WITNESS WHEREOF, we, the undersigned, owners of the hereinabove described real property, have hereunto set out hands as of this 20th day of July, 1965.

Roland Potter, Jr.  
Roland Potter, Jr.

Velma L. Potter  
Velma L. Potter

STATE OF OKLAHOMA, WASHINGTON COUNTY, SS:

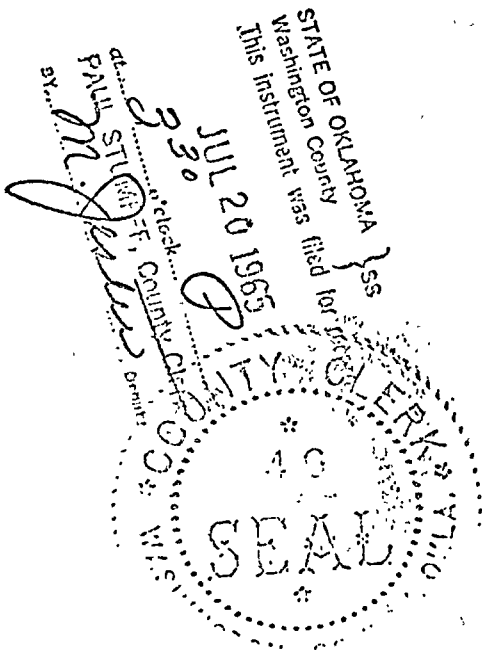
Before me, the undersigned, a Notary Public in and for said county and state, on this 20 day of July, 1965, personally appeared Roland Potter, Jr., and Velma L. Potter, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that 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.

W. M. ...  
Notary Public



My commission expires ~~December 1967~~  
JULY 16, 1969.



BOOK 176 PAGE 178