

ABSTRACT OF DECLARATION OF RESTRICTIONS
WOODLAND PARK 14th ADDITION, WASHINGTON COUNTY, OKLAHOMA

For the purpose of providing an orderly development of all the lots and blocks included in Woodland Park 14th Addition, and for the further purpose of providing adequate restrictive covenants for the benefit of the Owner and It's successors in title to the aforesaid lots, Cherokee Hills Development Co., of Bartlesville, Okla. Inc., a corporation, does hereby impose the following restrictions and reservations on all of said Woodland Park 14th Addition, to which it shall be incumbent upon it's successors in title to adhere, and any person or persons, corporation or corporations, hereinafter becoming the Owner or Owners, either directly or through subsequent transfer, or in any manner whatsoever, of any lot or lost included in Woodland Park 14th Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. All lots in said addition shall be used exclusively for residential purposes. 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 not be 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, swimming pool and bath house, and garden shelter. No house, garage or any other building shall be moved into this subdivision.
4. No residence shall be constructed upon any of the lots that shall contain less than 1,400 square feet of useable floor space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, brick veneer, stone, or stone veneer, (concrete blocks not acceptable) with wood siding permitted in porch, gable and upper story areas.
5. Prior to January 1, 1986, no building shall be erected, placed or altered on any building plot in the addition until the building plans, specifications and plot plans showing the location of such building shall have been approved in writing by the Cherokee Hills Development Co., Inc., in order to assure that said structure shall conform and harmonize in design and materials with other topography and finished ground elevation.
6. Prior to January 1, 1986, each residence constructed in the addition shall be built by a builder who shall be approved in writing by the Cherokee Hills Development Co., Inc.

7. No building shall be erected on any lot nearer to the Front lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than Twenty-Five (25) feet to the front lot line or nearer than Fifteen (15) feet to any side street line. No building shall be located nearer than Ten (10) feet to an interior lot line, nor nearer than Twelve (12) feet to the rear lot line. For the purposes of this covenant, eaves, steps, porches, walks and driveways shall not be considered to be 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.
8. Any plot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such a plot in the addition shall have a presentable frontage on each abutting street.
9. 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", sewer and other pipe line conduits, poles and wires and any other method of construction 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 purposes of repair and maintenance.
10. 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 is designated or utilized to house poultry, cows, horses, rabbits or other animals, nor shall any such poultry, cows, horses, pigs, rabbits or other livestock be kept or maintained upon the premises.
11. 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.
12. No billboards or advertising signs or structure shall be erected or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon.
13. No garage or other buildings erected with 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.
14. On each single family residential plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.

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15. 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 (20) 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 has 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 persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

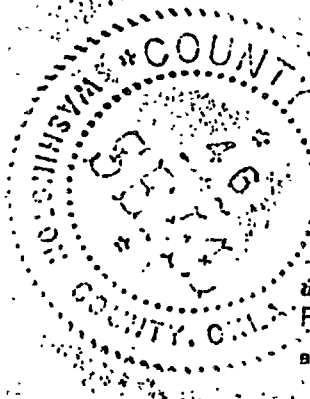
Invalidation of any one of these covenants by judgement or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 28th day of July, 1965.

CHEROKEE HILLS DEVELOPMENT CO.
BARTLESVILLE, OKLAHOMA, INC.

BY: Gerald L. Coast
President

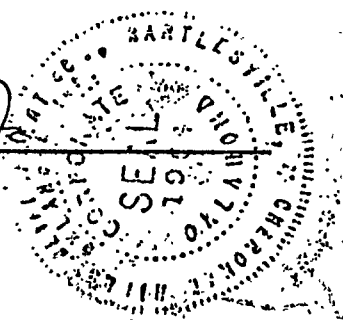
Attest:
M. Wood
Secretary



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

JUL 28 1965

at 8:15 o'clock a.m.
PAUL STUMPFF, County Clerk
BY: M. Jester Deputy



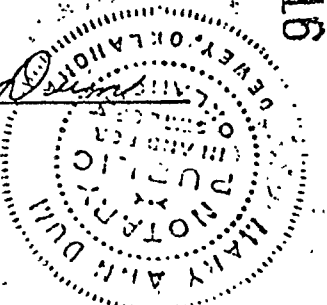
STATE OF OKLAHOMA
WASHINGTON COUNTY

Before me, a Notary Public, in and for said County and State on this

28 day of July, 1965 personally appeared Gerald L. Coast, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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 corporation for the uses and purposes set forth.

My commission expires November 12, 1967

Mary Ann D...
Notary Public



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OWNER'S AMENDED CERTIFICATE AND DEDICATION
OF WOODLAND PARK 14TH ADDITION

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on or about July 1, 1965, the Cherokee Hills Development Co., Bartlesville, Oklahoma, Inc., executed Owner's Certificate and Dedication of the following described real estate in Washington County, Oklahoma, to-wit:

Starting at the SE corner of the NE/4 of the SW/4 of Section 17, Township 26 North, Range 13 East; thence N 89° 53' W 690.00'; thence N 0° 02' E 120.00'; thence S 89° 53' E 30.00'; thence N 0° 02' E 180.00'; thence S 89° 53' E 198.22'; thence N 69° 40' 33" E 61.22'; thence N 19° 49' 18" E 217.56'; thence N 0° 12' 45" W 85.05'; thence N 20° 57' 02" W 103.00'; thence N 33° 14' 52" W 93.38'; thence N 89° 58' W 65.77'; thence N 0° 02' E 167.85'; thence S 77° 58' E 16.02'; thence Southeast on a curve to the right at a radius of 146.08' a distance of 83.07'; thence N 44° 37' E 50.00'; thence S 45° 23' E 71.15'; thence N 54° 20' 28" E 383.41'; thence S 26° 15' 55" E 84.18'; thence Southwest along a curve to the left at a radius of 55.00' a distance of 83.48'; thence S 29° 24' 42" E 50.00'; thence S 60° 35' 18" W 57.67'; thence S 29° 24' 42" E 114.12'; thence S 65° 16' W 15.38'; thence S 25° 37' 40" E 116.05'; thence S 64° 22' 20" W 50.54'; thence Westerly along a curve to the right at a radius of 651.78' a distance of 35.42'; thence S 0° 02' W 64.47'; thence Westerly along a curve to the left at a radius of 711.78' a distance of 19.20'; thence S 18° 58' 41" E 125.00'; thence S 72° 47' W 69.32'; thence S 19° 49' 18" W 147.61'; thence S 70° 10' 42" E 108.00'; thence S 19° 49' 18" W 96.32'; thence S 89° 53' E 48.92'; thence S 11° 30' 13" E 183.77'; thence N 89° 53' W 61.26' to the point of beginning;

AND, WHEREAS, the description of said land platted was not set out on the Plat as the same is hereinabove set forth, but that said Plat was duly filed in Plat Envelope No. 330 on July 28, 1965, at 8:15 A. M., in the Office of the County Clerk of Washington County, Oklahoma;

NOW, THEREFORE, the undersigned have caused this instrument to be executed and filed and do hereby make this instrument a part of said Plat as if set forth thereon in full and do hereby ratify and confirm the dedication of said Plat in full as originally set forth and heretofore duly filed.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 20th day of September, 1965.

CHEROKEE HILLS DEVELOPMENT CO.,
BARTLESVILLE, OKLAHOMA, INC.

BY: James E. Gault President

ATTEST
SECRETARY
J. H. HARRIS, JR.
Secretary

35787

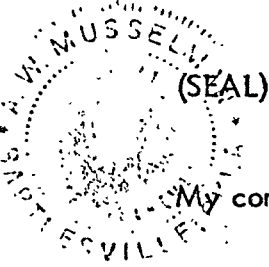
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STATE OF OKLAHOMA,)
) ss.
WASHINGTON COUNTY.)

CORPORATE ACKNOWLEDGMENT

On this 20th day of September, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald L. Coast to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument 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 said corporation, for the uses and purposes therein set forth.

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



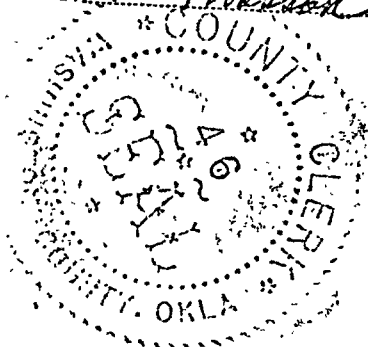
My commission expires:
JULY 16, 1969.

W. Musselman
Notary Public

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

SEP 21 1965

at 10:15 o'clock A. M
PAUL STUMPF, County Clerk
BY L. Stumpe Deputy



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