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KNOW ALL MEN BY THESE PRESENTS:

That J. L. DIAMOND and GRETNA E. DIAMOND do hereby certify that they are the owners of and the only person or persons, who have any right, title or interest in the land included and embraced in Parkhurst Addition, now platted into lots, blocks, streets and easements as shown on the Plat of Parkhurst Addition, recorded in Plat Envelope #382 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 owner and its successors in title to the aforesaid lot, J. L. Diamond and Gretna E. Diamond do hereby impose the following restrictions and reservations on all of said Parkhurst Adddition, to which it shall be incumbent upon its 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 Parkhurst Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

- All lots in said 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.
- 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 quarter, children's playhouse, garden shelter, underground fallout or storm shelter.
- 3. The owner of any residence erected upon any plot that abuts more than one street may, in the erection of his residence, select the street upon which it shall face, but shall so erect said residence as to have a presentable side yard on the other abutting street, and shall observe building line set-back requirements as indicated on the recorded plat.
- 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 the Addition.
- No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.
- No building shall be moved from another location onto the Addition.
- Any one story dwelling erected in the Addition shall have a minimum of 1500 square feet under roof and any dwelling of more than one story shall have a minimum of 1600 square feet living area .

or otherwise, shall be erected nearer to the front property line

On single family residential plots no fence, whether ornamental

- If the owner or tenant of any lot or lots in Parkhurst 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 the 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.
- These restrictive covenants are to run with the land and 11. shall be binding on all parties and all persons until September 1, 1995, 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.
- Invalidation of any of these covenants by judgment or by court order shall in 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 14th day of October \_\_\_\_, 1975.

STATE OF OKLAHOMA

six square feet in area.

SS WASHINGTON COUNTY

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Before me, the undersigned, a Notary Public, in and for said County and State, on this 14thday of October 1975, personally appeared James L. Diamond and Gretna E. Diamond, 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.

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

MM Musselman NOTARY PUBLIC

My commission expires: 7-16-77

STATE OF OKLAHOMA SS Washington County.

This instrument was filed for record.

930 7

W. E. KENDRICK, County Clerk

m Scall Deputy