

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 LEMMON GROVE 2nd 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 lands being more particularly described as follows:

The S. 265 ft. of the N. 365 Ft. of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township Twenty-Seven (27) North, Range Thirteen (13) East, Washington County, Oklahoma

NOW, THEREFORE, the undersigned, M. E. LEMMONS and EULA L. LEMMONS, husband and wife, the owners of all of said land, in order to assure the proper use of said real property, does hereby impress upon and attach to said lands the following restrictions, conditions, and covenants, to-wit:

I.

No lot shall be used except for residence purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one story in height, and a private garage. No house, garage or other building shall be moved into this subdivision.

II.

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 and driveways. 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 areas approved in writing by M. E. LEMMONS or EULA L. LEMMONS; and provided further, that in the event the owner of any lot desires to build a split level or two-story house or to use more wood siding in the construction thereof than set out in these restriction, such owner must obtain approval in writing from M. E. LEMMONS or EULA L. LEMMONS, upon submission of building plans, specifications and lot plans, in order that said house shall conform and harmonize in design and materials with other structures in this addition and as to location of the building with respect to topography and finished ground elevation.

III.

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,

61292

BOOK 720 PAGE 668

no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than ten (10) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches shall not be considered as 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 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 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 purposes of repair and maintenance.

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, such building 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.

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, or 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.

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 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 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 herein-above described real property, have hereto set our hands as of this 13th day of March, 1979

M. E. Lemmons  
M. E. LEMMONS

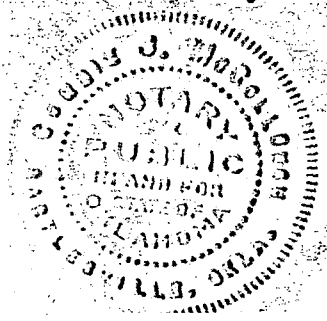
Eula L. Lemmons  
EULA L. LEMMONS

STATE OF OKLAHOMA, COUNTY OF WASHINGTON

Before me, a Notary Public in and for said County and State, on this 13th day of March, 1979 personally appeared M. E. LEMMONS and EULA L. LEMMONS, 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.

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

My commission expires July 12, 1982



Curtis J. Marshall  
Notary Public

STATE OF OKLAHOMA }  
Washington County }  
This instrument was filed for record  
MAR 14 1979  
3:10 P  
BEN J. ELLSWORTH, County Clerk  
By J. C. [unclear] Deputy