

STATE OF OKLAHOMA
 Washington County
 This instrument filed

ABSTRACT OF DECLARATION OF RESTRICTIONS

as 10
 C. E. Clark, Clerk
 [Signature]
 [Circular Seal]

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 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 Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Four (4), Township Twenty-Six North (26N), Range Thirteen East (13E).

NOW THEREFORE, the undersigned, ORLAN L. HUGHES and MABEL C. HUGHES, husband and wife, the owners of all of 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 by said plat, shall for a period of twenty (20) years from this date, and as long thereafter as such restrictive use may be extended as herein provided, be used exclusively for residential 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.

(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 drive-ways. 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 2nd day of Oct, 1956.

Orlan L. Hughes
Orlan L. Hughes

Mabel C. Hughes
Mabel C. Hughes

STATE OF KANSAS)
) ss
COUNTY OF BUTLER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of October, 1956, 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.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
Jan 18, 1960

[Faint circular notary seal]

AMENDMENT TO DEED OF DEDICATION
OF HUGHES - FISHER ADDITION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the sole owners of all the lots in all the blocks in the Hughes - Fisher Addition, an Addition in Washington County, State of Oklahoma, duly recorded as Plat No. 267 and filed for record in the office of the County Clerk of Washington County, State of Oklahoma, as Instrument No. 238725, on the 15th day of October, 1956, and

WHEREAS, attached to said Plat and made a part thereof is a Deed of Dedication containing certain restrictive covenants for the mutual benefit of the dedicators and the successors in title to said lots in said addition, and

WHEREAS, the undersigned, as sole owners of all the lots in all the blocks in said Addition, desire to add to the restrictive covenants contained in said Deed of Dedication attached to said Plat, an additional covenant to be numbered 11, a thru e, all for the mutual benefit of the owners and successors in title to lots in said Addition.

NOW, THEREFORE, The owners of all the lots in all the blocks in Hughes - Fisher Addition, an Addition in Bartlesville, Washington County, State of Oklahoma, do hereby amend the Deed of Dedication and restrictive covenants contained therein by adding Covenant No. 11, a thru e, as follows:

11. a. Overhead pole lines for the supply of electric service may be located along Lots one (1) thru ten (10) in Block one (1) and Lots one (1) thru ten (10) in Block three (3). Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals, transformers, and poles, as sources of supply at secondary voltages, may also be located in said easement-ways.
- b. Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such cable, extending from the service pedestal or transformer to the service entrance on said house.
- c. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- d. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

Provided, however, that said Deed of Dedication and all other

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BOOK 686 PAGE 57

restrictive covenants contained therein shall remain in full force and effect, as shown on the Plat of Hughes - Fisher Addition, recorded as No. 267, duly filed for record the 15th day of October, 1956, as Instrument No. 238725 in the Office of the County Clerk of Washington County, State of Oklahoma.

IN WITNESS WHEREOF, Parties hereto have duly executed this Amendment to the Deed of Dedication as aforesaid on this the 11th day of May, 1977.

JARED AND COAST, a Partnership

Roger H. Jared
Roger H. Jared, a Partner

Gerald L. Coast
Gerald L. Coast, a Partner

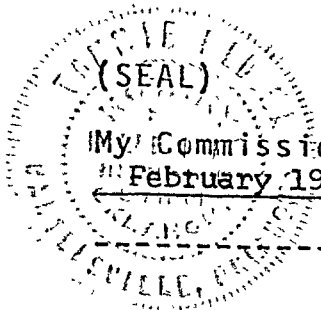


STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record

- MAY 20 1977
at 2:05 P clock M
BEN J. ELLSWORTH, County Clerk
By *M. Seal* Deputy

STATE OF Oklahoma)
COUNTY OF Washington) SS.

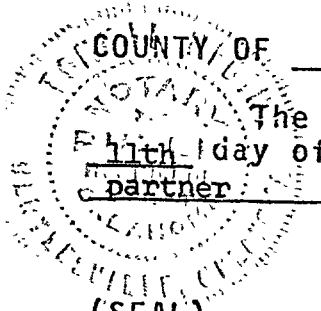
The foregoing instrument was acknowledged before me this 11th day of May, 1977, by Roger H. Jared, a partner.



Jammie Medina
Notary Public

My Commission expires:
February 19, 1979

STATE OF OKLAHOMA)
COUNTY OF Washington) SS.



The foregoing instrument was acknowledged before me this 11th day of May, 1977, by Gerald L. Coast, a partner.

Jammie Medina
Notary Public

My Commission expires:

February 19, 1979

STATE OF OKLAHOMA)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, President of _____, a _____ corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission expires:

STATE OF OKLAHOMA)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, President of _____, a _____ corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission expires:

AMENDMENT TO THE AMENDED DEED OF DEDICATION
OF HUGHES - FISHER ADDITION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the sole owners of all the lots in all the blocks in the Hughes - Fisher Addition, an Addition in Washington County, State of Oklahoma, duly recorded as Plat No. 267 and filed for record in the office of the County Clerk of Washington County, State of Oklahoma, as Instrument No. 238725, on the 15 day of October, 1956, and

WHEREAS, attached to said Plat and made in part thereof is a Deed of Dedication containing certain restrictive covenants for the mutual benefit of the dedicators and the successors in title to said lots in said addition, and

WHEREAS, the undersigned, as sole owners of all the lots in all the blocks in said Addition, desire to add to the restrictive covenants contained in said Deed of Dedication attached to said Plat, an additional covenant to be numbered 11, a thru e, all for the mutual benefit of the owners and successors in title to lots in said Addition.

NOW, THEREFORE, the owners of all the lots in all the blocks in Hughes - Fisher Addition, an Addition in Bartlesville, Washington County, State of Oklahoma, do hereby amend the Amendment to the Deed of Dedication and restrictive covenants contained therein by changing Covenant No. 11, a and b, as follows:

- 11. a. Overhead pole lines for the supply of electric service may be located along lots one (1) thru ten (10) in Block one (1), Lots one (1) thru twenty (20) in Block two (2), and Lots one (1) thru ten (10) in Block three (3). Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement ways reserved for general utility services on streets, shown on the attached plat. Service pedestals, transformers, and poles, as sources of supply at secondary voltages, may also be located in said easement-ways.
- b. Houses on lots described in paragraph (a) above, may be served from overhead electric service lines with underground service cables to all houses which may be located on all lots in said Addition which may be run from the nearest service pedestal or service poles to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot (5') strip extending two point five feet (2.5') on each side of such service cable, extending from the service pedestal or service pole to the service entrance on said house.

IN WITNESS WHEREOF, Parties hereto have duly executed this Amendment to the Deed of Dedication as aforesaid on this the 8th day of July, 1977.

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

JUL 11 1977
at 3:15 o'clock P.M.
BEN J. ELLSWORTH, County Clerk
By M. Jester Deputy

JARED AND COAST, a Partnership

[Signature]
Roger H. Jared, a Partner

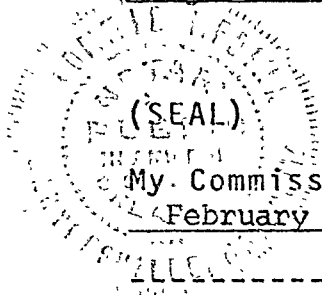
[Signature]
Gerald L. Coast, a Partner

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BOOK 690 PAGE 193

STATE OF Oklahoma)
COUNTY OF Washington) SS.

The foregoing instrument was acknowledged before me this
8th day of July, 1977, by _____
Roger H. Jared, a Partner

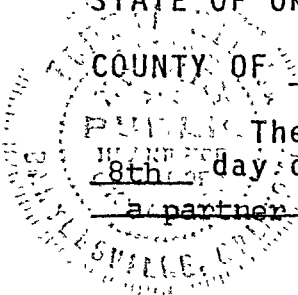


Tommie Medina
Notary Public

My Commission expires:
February 19, 1979

STATE OF OKLAHOMA)
COUNTY OF Washington) SS.

The foregoing instrument was acknowledged before me this
8th day of July, 1977, by Gerald L. Coast,
a partner



Tommie Medina
Notary Public

(SEAL)

My Commission expires:
February 19, 1979

STATE OF OKLAHOMA)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this
____ day of _____, 19____, by _____,
____ President of _____, a _____
corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission expires:

STATE OF OKLAHOMA)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this
____ day of _____, 19____, by _____,
____ President of _____, a _____
corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission expires:

BOOK 690 PAGE 194