

OWNER'S CERTIFICATE AND RESTRICTIONS,

OF

FLEETWOOD HILL ADDITION

WASHINGTON COUNTY, OKLAHOMA.

(Being a Subdivision of Part of Section Nine (9), Township Twenty-six (26), North, Range Thirteen (13), East of the Indian Meridian, in Washington County, State of Oklahoma, described as follows: The N. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ and a part of the S. E. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ all in said section Nine (9), described as follows: Beginning at the S. W. corner of said S. E. $\frac{1}{4}$ S. W. $\frac{1}{4}$ S. E. $\frac{1}{4}$ N. W. $\frac{1}{4}$, thence N. 0° - $02'$ - $40''$ W. a distance of 107.32 feet thence S. 79° - $16'$ - $19''$ E. a distance of 150.36 Feet thence S. 69° - $07'$ - $11''$ E. a distance of 196.36 feet to the East line thereof, thence S. 00° - $02'$ - $54''$ E. along said East line a distance of 92.85 feet to the South line of said S. E. $\frac{1}{4}$ S. W. $\frac{1}{4}$ S. E. $\frac{1}{4}$ N. W. $\frac{1}{4}$ thence S. 89° - $58'$ - $46''$ E. along the South line thereof a distance of 330.17 feet to the point of Beginning.)

KNOW ALL MEN BY THESE PRESENTS:

That Bartlesville Homes, Inc., a Corporation, does hereby certify that it is the owner of all of the land included in FLEETWOOD HILL ADDITION, now platted into lots, Blocks, streets and easements as shown on Plat No. 279 of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all of the Lots and Blocks included in the above described Plat, and for the further purpose of providing adequate restrictive covenants for the benefit of Owner and its successors in title to the aforesaid Lots, Bartlesville Homes, Inc., A Corporation, does hereby impose the following restrictions and reservations on all of FLEETWOOD HILL ADDITION, 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 FLEETWOOD HILL ADDITION, shall take, hold and convey same subject to the following restrictions, and reservations, to-wit:

- (1) Only one (1) single-family detached residence, not to exceed two (2) stories in height, a servants' quarters not to exceed a floor area of three hundred (300) square feet, and a private garage for not more than three (3) cars, shall ever be constructed or erected on any of the Lots in FLEETWOOD HILL ADDITION ABOVE described.
- (2) No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot in FLEETWOOD HILL ASSITION.
- (3) No trailer, basement, tent, shack, garage, servants' quarters, or other outbuildings, located on any Lot in FLEETWOOD HILL ADDITION, shall at any time be used as a main residence, temporary or permanent, nor shall any other structure of atemporary character be used as a main residence.
- (4) All cows, horses, goats, sheep, ponies, mules, hogs, pigs, chickens or other fowl, are hereby prohibited and restricted from the use of any part of any Lot or Lots located in FLEETWOOD HILL ADDITION.
- (5) No noxious or offensive trade or activity shall ever be carried on in any Lot in FLEETWOOD HILL ADDITION, nor shall anything ever be done thereon which will be or become an annoyance or nuisance to the neighborhood.
- (6) No single family residential building may be constructed on any Lot in FLEETWOOD HILL ADDITION unless the ground floor area of said single-family residence, exclusive of open porches, breezeways and attached garages be not less than one thousand (1000) square feet.
- (7) The exterior walls of the main residential building and garage shall be constructed of brick, brick veneer, stucco, stone, stone veneer, masonry, wood siding, asbestos shingles, or other wood materials.

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(8) No building, or any part thereof shall ever be located nearer to the front lot line than thirty feet (30), except the West front Lot line of Lot eight shall be treated as a side lot line. Moreover, no structure shall be located nearer than five feet (5') to any side lot line, except where the adjacent dwelling is seven feet (7') or more from said side lot line, then a minimum of three feet (3') setback from said side lot line is permissible. Provided, however, that where the whole or parts of two or more adjoining lots are used for a single building site, then the aforesaid side lot line restrictions shall not apply on the two (2) or more contiguous sides of said lots, and in lieu thereof shall apply to the exterior side boundary lines of the actual building site used. The aforesaid lot line or side boundary line restrictions shall not apply to a detached garage or other outbuilding located seventy-five feet (75') or more from the front lot line of the lot or building site on which said garage or outbuilding is erected, provided, however, that said garage or outbuilding must be at least one foot (1') from the nearest side lot line of side boundary line.

(9) No billboard or advertising sign shall ever be erected, placed or maintained on any lot in FLEETWOOD HILL ADDITION, except for the sole purpose of advertising the sale of the Lot upon which the sign may be placed and in no event shall said sign exceed six (6') square feet in size:

(10) Easements for public utility installations and maintenance are hereby reserved across the rear of certain Lots and along the side of certain Lots, and as designated in other places on the recorded plat of FLEETWOOD HILL ADDITION. The owner specifically provides that the right of ingress, egress and use of these easements shall also run and extend to the present mineral lease owners of record or their assigns.

(11) Any part of FLEETWOOD HILL ADDITION or lots may be platted or re-platted, including the realignment of streets and easements, providing there is an approval in writing of all of the then owners of such Lots as may be affected in FLEETWOOD HILL ADDITION.

(12) Should the owner and/or tenant of any Lot or Lots or building site in FLEETWOOD HILL ADDITION, violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice then in such event any owner of any building site in FLEETWOOD HILL ADDITION, may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the Lot or Lots or building site permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney fees, court costs and other expenses allowed and assessed by the court, for aforesaid violation or violations, 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, in the same manner as liens upon real estate, the procedure as to which is fixed by Statute.

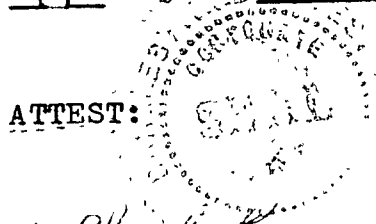
(13) The covenants herein stated are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 1988, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of three-fourths of the then Owners of the Lots in FLEETWOOD HILL ADDITION, it is agreed to change such covenants in whole or in part. The intent hereof is that the covenants contained herein shall be perpetual but that an option is hereby granted the owners to change or revoke the same or any part thereof by a vote of three-fourths of the then owners in January, 1988, and a similar option is granted at the expiration of each ten (10) year period thereafter.

(14) Invalidity 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.

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IN WITNESS WHEREOF, the undersigned has executed this instrument on the
19th day of June, 1958.

ATTEST:



Lloyd Cramer
Lloyd Cramer, Secretary,

BARTLESVILLE HOMES INCORPORATED,
A CORPORATION,

By Arthur D. Lynn, Jr.
Arthur D. Lynn, Jr., President,

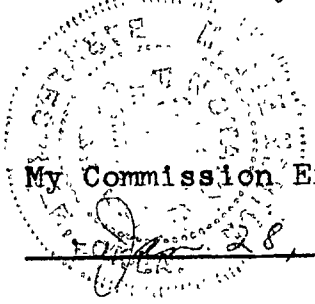
STATE OF OKLAHOMA,
WASHINGTON COUNTY,

On this 19th day of June, 1958, before me, the undersigned, a Notar
Public, in and for said County and State, personally appeared Arthur D.
Lynn, Jr., 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 corporati
for the uses and purposes therein set forth.

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

My Commission Expires:

June 28, 1962



Wain Norton
Notary Public,

STATE OF OKLAHOMA
JUN 19 1958