

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS
OF CROWN POINT ADDITION,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That CROWN POINT DEVELOPMENT, a Partnership composed of Melvin L. Ford, Derry Ebert and Thomas W. Brown, do hereby certify that they are the owners of and the only persons having any right, title or interest in and to the lands included and embraced in Crown Point Addition, as shown on the attached Exhibit A.

For the purposes 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 lots, Crown Point Development does hereby impose the following restrictions and reservations on all land included in Crown Point 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 Crown Point 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 consist of one (1) lot or more than one (1) lot, but not less than one (1) lot. In this connection, lots numbered A as shown on the Plat hereto shall be considered for the purposes of this paragraph as a part of each numbered lot and although a dwelling may be constructed on the portion denominated as A only one (1) dwelling shall be constructed on each numbered and numbered lettered lot. Sales, conveyances or transfers of any numbered lot shall include the lettered lot adjacent thereto and the numbered and numbered lettered lots shall not be split for the purpose of sales, conveyances or transfers, provided the owners shall be permitted to grant easements across their lots for such purposes and considerations as they deem reasonable.

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BOOK 610 PAGE 219

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, tennis courts 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 2,200 square feet of usable 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, stone veneer, or wood siding (concrete blocks are not acceptable).

5. Prior to January 1, 1993, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by the Developer, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

6. Prior to January 1, 1993, each residence constructed in this addition shall be built by a builder who shall be approved in writing by the Developer.

7. No building shall be erected on any lot nearer to the front line, side street line, interior lot lines or rear lot line than the minimum building set back as set forth in the zoning regulations for the Bartlesville Metropolitan Area Planning Commission.

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 reserve 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, both gas and electric, poles and wires and any other method of construction or performing and 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.

- (a) Street light poles or standards shall 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, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- (b) 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 or construction of such house as may be located upon each side lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric or gas 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 service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (c) The supplier of gas or 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 or gas facilities so installed by it.
- (d) The owner of each lot shall be responsible

for the protection of the underground electric or gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The company will be responsible for ordinary maintenance of underground 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 or gas facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound thereby.

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, or rabbits, 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, basement, tent, shack, trailer, 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 structures 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 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.


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.

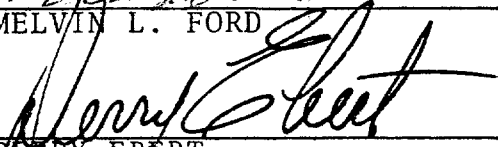
15. There is an area in the Addition which is surrounded by Dogwood Court, the owner of each lot hereby consents to an annual assessment in an amount not to exceed the sum of \$50.00, for the care and maintenance of said area. This amount shall be paid to the Union National Bank as Escrow Agent for Crown Point Addition. The assessment shall be made annually commencing January 10, 1974, and any amount not paid within thirty (30) days of said assessment shall constitute a lien on the lot of the non-paying owner.

16. 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 the majority of the then owners of the lots has been recorded, agreeing to a change in 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.


MELVIN L. FORD


DERRY EBERT


THOMAS W. BROWN

STATE OF OKLAHOMA)
)ss:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of June, 1973, personally appeared MELVIN L. FORD, DERRY EBERT and THOMAS W. BROWN, 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.

S E A L

My Commission Expires:

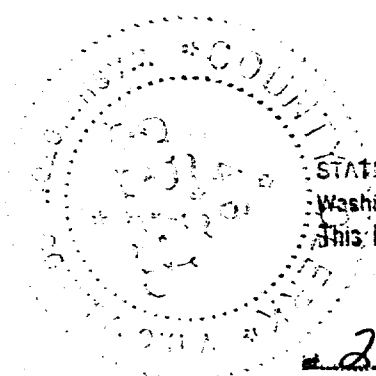
April 23, 1974

Sue Galloway
Notary Public

EXHIBIT "A"

Part of the East Half (E/2) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Twenty-Six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, described as follows:

Beginning at the Southeast Corner of the said E/2 SE/4 NW/4, thence N 0°02'W along the East Line of said E/2 SE/4 NW/4 877.89 feet; thence N 75°32'W 103.3 feet; thence N 0°02'W 25.82 feet; thence N 76°01'42"E 225 feet; thence on a curve to the left having a radius of 358.1 feet a distance of 357.17 feet, which is 650 feet West of the East Line of said E/2 SE/4 NW/4; thence South 589.04 feet to the Northerly Line of Woodland Park 19th Addition; thence S 69°58'E 308.10 feet; thence S 67°28'E 20.05 feet; thence 90° to the right on a curve to the right whose chord is S 33°47'W 58.80 feet; thence S 45°02'W 117.74 feet; then on a curve to the left whose chord is S 22°32'W 69.43 feet; thence N 89°53'E 485 feet to the point of beginning. Containing 12.81 acres more or less.



STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record
JUL 17 1973
220
W. E. KENDRICK, County Clerk
By M. Scott Deputy

BOOK 610 PAGE 225

AMENDMENT TO ABSTRACT AND OWNER'S CERTIFICATE
AND RESTRICTIONS OF CROWN POINT ADDITION
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas, on the 17th day of July, 1970, the Abstract of Owner's Certificate and Restrictions was filed with the County Clerk of Washington County, Oklahoma, which was recorded in Book 610, at Page 219, and

WHEREAS, the restrictions imposed upon said Addition were to endure for a period of twenty (20) years from the date of the recording of said covenants, after which time, said covenants automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change in said covenants in whole, or in part.

NOW, THEREFORE, the undersigned, being the majority of the owners of the lots in said Addition hereby amend the original Certificate of Restrictions in the following manner:

Paragraphs 1 through 4: Shall remain in force and effect.

Paragraph 5: Shall be deleted and the following inserted in lieu thereof:

From and after the date executed below no, building shall be erected, placed or altered on any building plot in this Addition until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by the Development Committee, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this Addition and to location of the building with respect to topography and finished ground elevation.

Paragraph 5A: The Development Committee shall consist of three (3) property owners, to be elected at the annual meeting of the property owners, and shall serve until the next annual meeting. A secretary/treasurer shall be appointed by a majority of the property owners.

Paragraph 6: Shall be deleted in its entirety, and the following inserted in lieu thereof:

Prior to any additions or alterations on any residence in this Addition being commenced, the contractor shall be approved by the Development Committee.

Paragraphs 7 through 14: Shall remain in force and effect.

Paragraph 15 : Shall be deleted in its entirety and the following inserted in lieu thereof:

There is an area in the Addition which is surrounded by Dogwood Court. The



Page 1 of 7

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I-2016-005585 07/25/2016 9:15 am
Book 1147 Page(s) 1696-1711
Fee: \$ 43.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

BK 1147 PG 1696

owner of each lot hereby consents to an annual assessment in an amount not to exceed One Hundred Seventy-Five Dollars (\$175) for the care and maintenance of said area. This amount shall be paid to the Secretary/Treasurer of the Association as Escrow Agent for Crown Point Addition. This assessment shall be made annually commencing January 10, 2017, and any amounts not paid within thirty (30) days of said assessment shall constitute a lien on the lot of the non-paying owner. This amount shall be increased or decreased annually, in accordance with the inflation factor of the consumer price index.

Paragraph 16: Shall remain in force and effect.

BK 1147PG1697

Aaron Robison
1244 Dogwood Court

Gary Kilpatrick

Gary Kilpatrick
1230 Dogwood Court

Heather Robison
1244 Dogwood Court

Sheila Kilpatrick

Sheila Kilpatrick
1230 Dogwood Court

Edd Grigsby
1220 Dogwood Court

Jim Clark

Jim Clark
1200 Dogwood Court

Carmen Grigsby
1220 Dogwood Court

Peggy Clark

Peggy Clark
1200 Dogwood Court

Patsy Doornbos
1210 Dogwood Court

Martin Garber

Martin Garber
1201 Dogwood Court

Linda King
1211 Dogwood Court

Karen Garber

Karen Garber
1201 Dogwood Court

Marc Schluter

Marc Schluter
1223 Dogwood Court

Debbie Schluter

Debbie Schluter
1223 Dogwood Court

Tommy Squires

Tommy Squires
1235 Dogwood Court

Dixie Squires

Dixie Squires
1235 Dogwood Court

APPROVED DEED
City of Bartlesville
Planning Commission
Date: 7/23/2016 Secy: *[Signature]*

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, personally appeared AARON and HEATHER ROBISON, 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 of office the day and year above written.

Notary Public

SEAL
My Commission Expires: _____
My Commission Number: _____

BK 1147 PG 1698

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

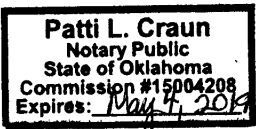
Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of April, 2016, personally appeared GARY and SHEILA KILPATRICK, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Patti L. Craun

Notary Public

SEAL
My Commission Expires: May 4, 2019
My Commission Number: 15004208



owner of each lot hereby consents to an annual assessment in an amount not to exceed One Hundred Seventy-Five Dollars (\$175) for the care and maintenance of said area. This amount shall be paid to the Secretary/Treasurer of the Association as Escrow Agent for Crown Point Addition. This assessment shall be made annually commencing January 10, 2016, and any amounts not paid within thirty (30) days of said assessment shall constitute a lien on the lot of the non-paying owner. This amount shall be increased or decreased annually, in accordance with the inflation factor of the consumer price index.


Paragraph 16: Shall remain in force and effect.

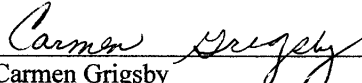
Aaron Robison
1244 Dogwood Court

Heather Robison
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Gary Kilpatrick
1230 Dogwood Court

Sheila Kilpatrick
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Edd Grigsby
1220 Dogwood Court


Carmen Grigsby
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Patsy Doornbos
1210 Dogwood Court

Linda King
1211 Dogwood Court

Martin Garber
1201 Dogwood Court

Karen Garber
1201 Dogwood Court

Marc Schluter
1223 Dogwood Court

Debbie Schluter
1223 Dogwood Court

Tommy Squires
1235 Dogwood Court

Dixie Squires
1235 Dogwood Court

BK 1147 PG 1699

FLORIDA
STATE OF OKLAHOMA)
COLLIER)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of January, 2016, personally appeared EDD and CARMEN GRIGSBY, 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 of office the day and year above written.



Jean T Manos
Notary Public

SEAL
My Commission Expires: June 29, 2017
My Commission Number: EE 879555

BK 1147PG1700

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, personally appeared JIM and PEGGY CLARK, 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 of office the day and year above written.

Notary Public

SEAL
My Commission Expires: _____
My Commission Number: _____

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, personally appeared EDD and CARMEN GRIGSBY, 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 of office the day and year above written.

Notary Public

SEAL
My Commission Expires: _____
My Commission Number: _____

BK 1147PG1701

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

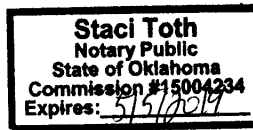
18th Before me, the undersigned, a Notary Public, in and for said County and State, on this January, 2016, personally appeared JIM and PEGGY CLARK, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Notary Public

SEAL
My Commission Expires: 5/5/2019
My Commission Number: 15004234



STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, personally appeared PATSY DOORNBOS, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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.

Notary Public

SEAL
My Commission Expires: _____
My Commission Number: _____

BK 1147PG 1702

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

^{15th} Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of January, 2016, personally appeared MARTIN and KAREN GARBER, 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 of office the day and year above written.

Staci Toth
Notary Public

SEAL
My Commission Expires: 5/5/2019
My Commission Number: 15004234



STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of January, 2016, personally appeared LINDA KING, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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.

Notary Public

SEAL
My Commission Expires: _____
My Commission Number: _____

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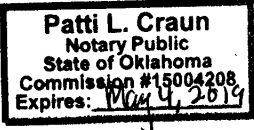
STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of February, 2016, personally appeared MARC and DEBBIE SCHLUTER, 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 of office the day and year above written.

Patti L. Craun
Notary Public

SEAL
My Commission Expires: May 4, 2019
My Commission Number: 15004208



STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of January, 2016, personally appeared TOMMY and DIXIE SQUIRES, 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 of office the day and year above written.

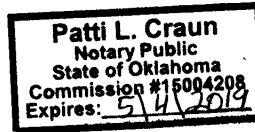
Patti L. Craun

Notary Public

SEAL

My Commission Expires: May 4, 2019

My Commission Number: 15004208



BK 1147PG1704

BK 1147PG 1705

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS
OF CROWN POINT ADDITION,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That CROWN POINT DEVELOPMENT, a Partnership composed of Melvin L. Ford, Derry Ebert and Thomas W. Brown, do hereby certify that they are the owners of and the only persons having any right, title or interest in and to the lands included and embraced in Crown Point Addition, as shown on the attached Exhibit A.

For the purposes 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 lots, Crown Point Development does hereby impose the following restrictions and reservations on all land included in Crown Point 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 Crown Point 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 consist of one (1) lot or more than one (1) lot, but not less than one (1) lot. In this connection, lots numbered A as shown on the Plat hereto shall be considered for the purposes of this paragraph as a part of each numbered lot and although a dwelling may be constructed on the portion denominated as A only one (1) dwelling shall be constructed on each numbered and numbered lettered lot. Sales, conveyances or transfers of any numbered lot shall include the lettered lot adjacent thereto and the numbered and numbered lettered lots shall not be split for the purpose of sales, conveyances or transfers, provided the owners shall be permitted to grant easements across their lots for such purposes and considerations as they deem reasonable.

16424

BOOK 610 PAGE 219

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, tennis courts 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 2,200 square feet of usable 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, stone veneer, or wood siding (concrete blocks are not acceptable).

5. Prior to January 1, 1993, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by the Developer, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

6. Prior to January 1, 1993, each residence constructed in this addition shall be built by a builder who shall be approved in writing by the Developer.

7. No building shall be erected on any lot nearer to the front line, side street line, interior lot lines or rear lot line than the minimum building set back as set forth in the zoning regulations for the Bartlesville Metropolitan Area Planning Commission.

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 reserve 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, both gas and electric, poles and wires and any other method of construction or performing and public or quasi-public utility function above

-3-

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.

- (a) Street light poles or standards shall 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, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- (b) 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 or construction of such house as may be located upon each side lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric or gas 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 service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (c) The supplier of gas or 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 or gas facilities so installed by it.
- (d) The owner of each lot shall be responsible

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-4-

for the protection of the underground electric or gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The company will be responsible for ordinary maintenance of underground 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 or gas facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound thereby.

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, or rabbits, 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, basement, tent, shack, trailer, 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 structures 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 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.

BOOK 610 PAGE 222

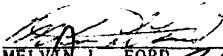
14. On each single family residential plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.

15. There is an area in the Addition which is surrounded by Dogwood Court, the owner of each lot hereby consents to an annual assessment in an amount not to exceed the sum of \$50.00, for the care and maintenance of said area. This amount shall be paid to the Union National Bank as Escrow Agent for Crown Point Addition. The assessment shall be made annually commencing January 10, 1974, and any amount not paid within thirty (30) days of said assessment shall constitute a lien on the lot of the non-paying owner.

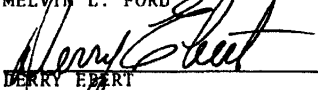
16. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to a change in 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.

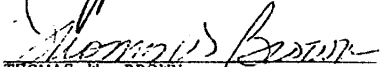
Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.



 MELVIN L. FORD



 DERRY EBERT



 THOMAS W. BROWN

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BK 1147PG 1710

STATE OF OKLAHOMA)
)ss:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of June, 1973, personally appeared MELVIN L. FORD, DERRY EBERT and THOMAS W. BROWN, 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.

S E A L

My Commission Expires:

April 23, 1974

Sue Holloway
Notary Public

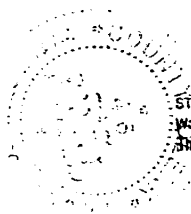
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BK 1147 PG 1711

EXHIBIT "A"

Part of the East Half (E/2) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Twenty-Six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, described as follows:

Beginning at the Southeast Corner of the said E/2 SE/4 NW/4, thence N 0°02'W along the East Line of said E/2 SE/4 NW/4 877.89 feet; thence N 75°32'W 103.3 feet; thence N 0°02'W 25.82 feet; thence N 76°01'42"E 225 feet; thence on a curve to the left having a radius of 358.1 feet a distance of 357.17 feet, which is 650 feet West of the East Line of said E/2 SE/4 NW/4; thence South 589.04 feet to the Northerly Line of Woodland Park 19th Addition; thence S 69°58'E 308.10 feet; thence S 67°28'E 20.05 feet; thence 90° to the right on a curve to the right whose chord is S 33°47'W 58.80 feet; thence S 45°02'W 117.74 feet; then on a curve to the left whose chord is S 22°32'W 69.43 feet; thence N 89°53'E 485 feet to the point of beginning. Containing 12.81 acres more or less.



STATE OF OKLAHOMA }
Washington County } ss
This instrument was filed for record
JUL 17 1973
220
W. E. KENDRICK, County Clerk
By *M. Scott* Deputy

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