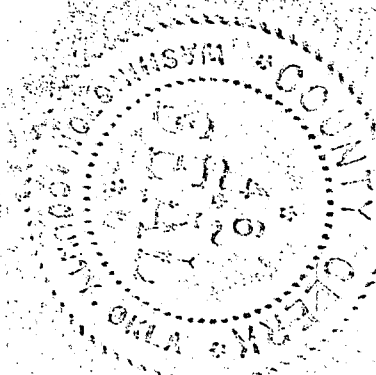


ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS
OF EASTMAN 2ND ADDITION TO OCHELATA,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That the "Eastman Development Company", owners of land platted as Lot's 11 through 50, and "Gerald Eastman and Sharon Kay Eastman", owners of land platted as Lot's 51 through 60, all a part of the NE1/4 SW1/4 and the NW1/4 SW1/4, Section 36, T-25-N, R-12-E, Washington County, Oklahoma, to wit:

A part of the NE1/4 SW1/4 and the NW1/4 SW1/4, Section 36, T-25-N, R-12-E, Washington County, Oklahoma, more particularly described as follows: Beginning at a point which is N 89°56'E 25 feet from the NW corner of said NE1/4 SW1/4; thence N89°56'E.540.6 feet; thence S 16°10'E 339.04 feet; thence South 162.27 feet; thence S 73°50'W 54.82 feet; thence S 16°10'E 688.4 feet; thence S 89°56'W 249.02 feet; thence North 215 feet; thence S 89°56'W 660 feet; thence North 924.35 feet; thence N89°56'E 135 feet; thence North 25 feet to the point of beginning containing 17.53 acres more or less.



STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record
NOV 8 1976
at 11:55 o'clock *A* M
W. E. KENDRICK, County Clerk
by *M. Deatt* Deputy

and embraced in Eastman 2nd Addition, lots, streets, and easements, recorded in Plat Envelope No. 395 in the records of the Office of the County Clerk of Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots included in the above described plat and for the purpose of providing adequate restrictions and restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on all of the said Eastman 2nd 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 Eastman 2nd Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

39123
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1. A Building site shall be restricted to one family residence except for occupancy of family servants. Said Building site or plot may be one lot, more than one lot or less than one lot, but each site or plot shall have an area of not less than 7000 sq. ft. and shall not be less than 60 feet in width at the front building line.
2. No activity shall be carried on any of these lots which shall constitute a nuisance on no fowls or other animals except household pets shall be kept and any lot in this addition.
3. No structure shall be erected, placed or permitted to remain on any lot or building plot other than one single family residence and building appurtenant thereto such as a garage, servants quarters, childrens playhouse, and garden shelter.
4. No residence shall be constructed closer than five feet to the side yard line of the property.
5. All residences erected in said addition shall have a minimum of 900 square feet of living area under one roof, exclusive of garage and outbuildings.
6. No house or travel trailers shall be used for living quarters on any tract in said addition.
7. No bill board or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the building plot.
8. All lots shall be used only for residential purposes, and no residence or other structure shall be used in whole or in part as a shop, school, or for the conduct of any business or trade.
9. Easements for public utility installations are hereby reserved where shown on the recorded plat, and companies shall have the right to ingress and egress along said easements for such installations and maintenance. Said utility companies may run such service lines and appliances as is necessary to serve said residences on said lot, and the supplier of said utility services shall be deemed to have a 5 foot easement, 2 1/2' of each side of service cable or pipe from point of supply to the house. The Owner shall be responsible for the protection of such underground or overhead cable or pipe and damage or relocation necessary to be at Owners expense.
10. These restrictive covenants run with the land and shall be binding to all parties and to all persons until January 1, 1997, at which time said covenants shall be extended for successive periods of 10 years unless by majority of the Owners of the said lots, and building sites it is agreed to change said covenants in whole or any part.

EASTMAN DEVELOPMENT COMPANY

Gerald Eastman
Gerald Eastman

By: Gerald Eastman
President

Sharon Kay Eastman
Sharon Kay Eastman

Jesse R. Ackerly
Secretary



Alberta B. Haskell
(Notary)

My Commission Expires Nov. 19, 1978

