

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS
OF QUAIL RIDGE 5TH ADDITION TO BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Melvin H. Hoppock and Donald R. Bouldin-Joint Venture, does hereby certify that it is the owner of the following described real estate in Washington County, Oklahoma, to-wit:

A part of the E/2 of NW/4 of Section 10, Township 26 North, Range 13 East, being more particularly described as follows:

Beginning at a point which is the SW corner of the NW/4 SE/4 NW/4 of said Section 10; thence N 0° 05' 15" W 766.83 feet; thence S 63° 57' 45" E 1589.04 feet; thence S 26° 02' 15" W 200 feet; thence S 9° 15' 10" W 115.22 feet; thence S 0° 05' 15" E 75 feet; thence N 63° 57' 45" W 682.52 feet; thence S 89° 57' 45" W 707.14 feet to the point of beginning, otherwise known as Quail Ridge Fifth Addition to the City of Bartlesville, containing 15.90 acres, more or less.

and embraced in Quail Ridge 5th Addition, lots, streets, and easements, recorded in Plat Envelope No. #417 in the records of the Office of the Court 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 Quail Ridge 5th 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 Quail Ridge 5th Addition, shall take, hold and convey the 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 plat may be one lot, more than one lot, or less than one lot, but each building site or plat shall have an area of not less than approximately 9,500 square feet.

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, and garden shelter. No house, garage or any other building shall be moved into this subdivision. Each residence shall be constructed with the veneer being at least 30% of brick, brick veneer, stone or stone veneer (concrete blocks not acceptable).

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4. Any home destroyed or damaged by fire where the owner and or insurance company does not restore or remove the damaged home within a period of six months, the property reverts to the developer including all rights and benefits due the owner without notice.

5. If a structure is abandoned by a builder/owner for a period of six months, the property reverts back to the developer with the right to complete the structure without notice.

6. Any dwelling erected in Quail Ridge 5th Addition shall have a minimum of 1,800 square feet of usable floor area, exclusive of breezeways, porches, attached garages, walks, driveways, patios, or balconies.

7. Prior to January 1, 1996 no building shall be erected, placed or altered on any building plat in this addition until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by a committee composed of Melvin H. Hoppock, Wilburn Lunsford, Jr. and Donald R. Bouldin, in order to assure that such 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. Any decision by a majority of the committee shall be binding. In the event of death, removal or resignation or any member of such committee the remaining member or members shall appoint a successor or successors. As long as any residential site remains unsold by the Joint Venture, at least one member of the committee shall be an officer or representative of the Joint Venture.

8. Prior to January 1, 1996 each residence constructed in this addition shall be built by a builder who shall be approved in writing by the committee formed above.

9. No buildings shall be erected on any lot nearer to the front lot line, side street line, interior lot lines, or rear lot line than the minimum building set back as set forth in the zoning regulation for the Bartlesville Metropolitan Area Planning Commission, adopted by the Board of Commissioners of the City of Bartlesville August 1, 1966, or as amended.

10. Any plat that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such plat in the addition shall have a presentable frontage upon each abutting street.

11. Sidewalks are to be installed by the builder on each lot after finished yard grading is complete, extending the full width of the lot or to intersecting curb on corners. Sidewalks are to be 45" in width and 4" thick. Sidewalks will be required adjacent to all streets. Sidewalk location is to be approved by the developer.

12. 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, wires and any other method of construction of performing any public or quasi-public utility function beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

13. (a) Overhead pole lines for the supply of electric service may be located along lots 189, 190, 191, 192, 193, 194, 195, 196, 197, 198 and 199 and along South side of Quail Ridge Road. 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 and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

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(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 service 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.

14. 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, rabbits, or other animals, nor shall any such poultry, cows, horses, pigs, rabbits, or other livestock be kept or maintained upon the premises.

15. 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.

16. 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 therein.

17. No garage or other building erected with 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.

18. 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.

19. The owners of lots bordering "the golf course" will be responsible for erecting a fence along and near the "golf course" property line which will be no less than five feet in height. The type of fence will be at the owner's discretion and will be set upon a concrete wall of no less than six inches above the leveled ground, and a width of no less than four inches.

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20. 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 until 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 a 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.

HOPPOCK and BOULDIN
Joint Venture


MELVIN H. HOPPOCK


DONALD R. BOULDIN

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) SS

Before me the undersigned, a Notary Public in and for said County and State on this 26th day of April, 1978, personally appeared Melvin H. Hoppock and Donald R. Bouldin, to me known to be the identical persons who acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.


Notary Public

My Commission Expires:

October 17, 1981.

STATE OF OKLAHOMA }
Washington County } SS

This instrument was filed for record

MAY 10 1978

at 10:50 o'clock A M

BEN J. ELLSWORTH, County Clerk

By  Deputy

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