

OWNER'S CERTIFICATE AND RESTRICTIONS OF MEADOWLARK ACRES  
THIRD ADDITION. BARTLESVILLE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Robert G. Asperger and Wylma Joy Asperger, husband and wife, both of Bartlesville, Washington County, Oklahoma do hereby certify that they are the owners of the following described real estate located in Washington County, Oklahoma, to-wit:

A part of the NE/4, NW/4, NE/4, Southwest Quarter of Section 4, Township 26N, Range 13 East also known as Meadowlark Acres Third Addition to the city of Bartlesville, Washington County, State of 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 purpose of providing adequate 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 Meadowlark Acres 3rd 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 Meadowlark Acres 3rd 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. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence or 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.
3. No residence shall be constructed upon any of the lots that shall contain less than 1,000 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 block not acceptable)
4. Prior to June 1, 1992, 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 Robert G. Asperger and Wylma Joy Asperger or Assignee, in order to assure that said structure shall conform and harmonize in design with respect to topography and finished ground elevation.

STATE OF OKLAHOMA }  
Washington County }  
This instrument was filed for record  
MAR 27 1981  
at 8:35 o'clock  
BEN J. ELLSWORTH, County Clerk  
By *[Signature]* Deputy

82460

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5. No building 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 regulations for the Bartlesville Metropolitan Area Planning commission, adopted by the Board of Commissioners of the City of Bartlesville, August 1, 1966 and amendments thereto.

6. 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.

7. 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 pipeline conduits, 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.

8. Owner desires that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practicable by facilities located underground rather than overhead, and for the purposes of facilitating such installation, Owner agrees to the following provisions in the Deed of Dedication creating said plat and subdivision and lots in said real estate, to-wit:

(a) 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.

(b) Except to houses 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 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.

9. 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.

10. 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.

11. 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" by 36" may be placed upon any lot or structure located thereon.

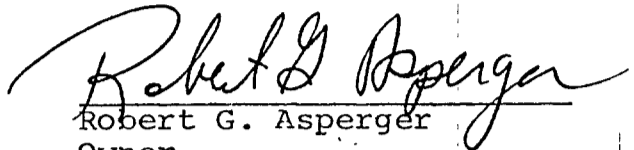
12. No garage or other building erected in the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on said lot.

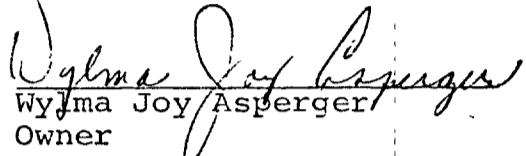
13. On each single family residential plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building lines.

14. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

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.  
Dated March 26, 1981.

  
Robert G. Asperger  
Owner

  
Wylma Joy Asperger  
Owner

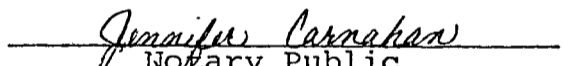
STATE OF OKLAHOMA

COUNTY OF Washington

Before me, the undersigned, a Notary Public in and for said County and State, on this 26<sup>th</sup> day of March 19 81, personally appeared Robert G. Asperger and Wylma Joy Asperger, husband and wife to me known to 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 official signature and affixed my notarial seal the day and year first above written.

My commission expires March 9, 1985

  
Notary Public

