

APR 6 1981

at \_\_\_\_\_ o'clock \_\_\_\_\_  
BEN J. ELLSWORTH, County Clerk CLEAR CREEK ADDITION, WASHINGTON COUNTY, OKLAHOMA

By \_\_\_\_\_ Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Roger H. Jared and Sharon E. Jared, husband and wife, 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, Section 10, T26N, R13E, Washington County, Oklahoma described as follows:

Beginning at a point on the East line of said Section, said point being 400.00' South of the NE corner of said Section; thence S 89 degrees 57' 45" W, 442.30 feet; thence S 67 degrees 20' 40" W, 259.98 feet; thence, S 43 degrees 06' 34" W, 219.32 feet; thence S 89 degrees 57' 45" W, 87.77 feet; thence South 25 degrees 48' 38" East 303.83 feet; thence, South 45 degrees 2' 38" East 800 feet; thence South 20 degrees 2' 38" East 650 feet to the East line; thence North 0 degrees 02' 38" West 1,710.01 feet to the point of beginning,

and embraced in Creek Creek Addition now platted in blocks, lots, streets and easements, recorded in Plat Envelope 454, in the Records of the Office of the County Clerk, Washington County, Oklahoma.

For the purpose of providing an orderly development of all 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 Owners do hereby impose the following restrictions and reservations on all of the said Clear Creek 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 Clear Creek 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 have one lot, more than one lot or less than one lot, but each building site or plot shall have an area of not less than 7,000 square feet and shall not be less than 55 feet in width along the front building line, except Lot One (1) Block Three (3).
3. No residence shall be constructed on lots that contain less than 1800 square feet (or useable space), exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools, and bath houses. Each residence shall be constructed in the main of bricks, brick veneer, stone, stone veneer, or wood siding (concrete blocks not acceptable.)
4. Prior to January 1, 2000, 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 Jared Development, Inc. 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.
5. Prior to January 1, 2000, each residence constructed in this addition shall be built by a builder who shall be approved in writing by Jared Development, Inc.

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6. No building shall be erected on any lot nearer to the front line (than as shown on the plat), side street line, interior lot lines or rear lot line than the minimum building set back as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission of the City Commission of the City of Bartlesville. The variance on the front lot line having been approved by the Board of said Commissioners.
7. 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.
8. 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, poles, and wires and any other method of construction or performing and public or quasi-public utility function at any time to the same for the purposes of repair and maintenance.
9. Owners desire 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 purpose of facilitating such installation, Owners agree to include the following provisions in the Deed of Dedication creating said plat and subdivision to-wit:
  - (a) Overhead pole lines for the supply of electric service may be located along Lots 1 and 20 in Block 3, Lots 1, 4, 5, 6, 7, 8 and 14 all of Block 1.
  - (b) 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.
  - (c) 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 from the service 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
  - (d) 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 the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
  - (e) 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.
  - (f) 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 thereby.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which 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 livestock, 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 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 and one 4' x 8' "Clear Creek Addition" sign located on Lot 1 until the lots are sold; but no longer than July 1, 1982.
13. No garage or other building erected with the said subdivision shall be used 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. After transfer of title from Jared Development, Inc. to anyone, construction must begin within one (1) year from date of sale.
16. Roofs must be wood or composition simulated shakes like the "Heritage brand".
17. 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 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 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 damage.

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.

*Roger H. Jared*  
 ROGER H. JARED

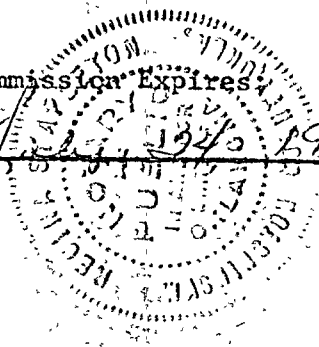
*Sharon E. Jared*  
 SHARON E. JARED

STATE OF OKLAHOMA )  
 WASHINGTON COUNTY ) ss.

Before me, the undersigned, a Notary Public in and for said county and state, on this 3<sup>rd</sup> day of April, 1981 personally appeared ROGER H. JARED and SHARON E. JARED, 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 last above written.

My Commission Expires



*Regina Stapleton*  
 NOTARY PUBLIC

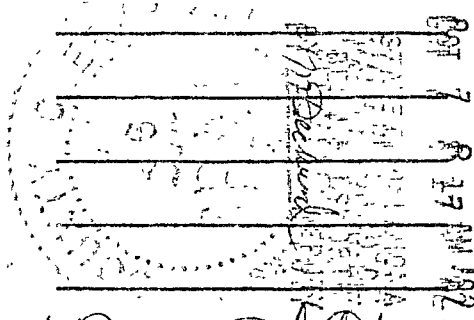
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Jared Develop.  
501 E 5th  
Bartlesville, Ok 74003

AMENDMENT TO OWNER'S CERTIFICATE AND RESTRICTIONS OF  
CLEAR CREEK ADDITION, WASHINGTON COUNTY, OKLAHOMA

This amendment pertains to paragraph three (3) of the above mentioned covenant. This amendment will change the minimum resident square footage from 1800 to 1400 square feet. This amendment pertains only to Lot One (1) Block Three (3), Clear Creek Addition, Washington County, to the City of Bartlesville.

Lot 1 Block 3	<u>Sharon E. Jared</u>	<u>Sharon E. Jared</u>	<u>9-27-82</u>
Lot 2 Block 3	_____	_____	_____
Lot 3 Block 3	_____	_____	_____
Lot 4 Block 3	_____	_____	_____
Lot 5 Block 3	<u>Sharon E. Jared</u>	<u>Sharon E. Jared</u>	<u>9-27-82</u>
Lot 6 Block 3	_____	_____	_____
Lot 7 Block 3	_____	_____	_____
Lot 8 Block 3	_____	_____	_____
Lot 9 Block 3	_____	_____	_____
Lot 10 "	3	_____	_____
Lot 11 "	3	<u>Bobby D. Hindman</u>	<u>Nancy L. Hindman</u> 9-28-82
Lot 12 "	3	_____	_____
Lot 13 "	3	_____	_____
Lot 14 "	3	<u>Sharon E. Jared</u>	<u>Sharon E. Jared</u> 9-27-82
Lot 15 "	3	<u>Sharon E. Jared</u>	<u>Sharon E. Jared</u> 9-27-82
Lot 16 "	3	_____	_____
Lot 17 "	3	_____	_____
Lot 18 "	3	_____	_____
Lot 19 "	3	_____	_____
Lot 20 "	3	<u>Larry Lalpach</u>	<u>Debbie Alspaugh</u> 9-27-82
Lot 1 "	2	_____	_____
Lot 2 "	2	<u>Sharon E. Jared</u>	<u>Sharon E. Jared</u> 9-27-82
Lot 3 "	2	_____	_____
Lot 4 "	2	_____	_____
Lot 5 "	2	<u>Bobby D. Hindman</u>	<u>Nancy L. Hindman</u> 9-28-82
Lot 6 "	2	<u>Bobby D. Hindman</u>	<u>Nancy L. Hindman</u> 9-28-82
Lot 7 "	2	_____	_____
Lot 8 "	2	_____	_____
Lot 9 "	2	_____	_____
Lot 10 "	2	_____	_____
Lot 11 "	2	<u>Ken Jared</u> <u>Ronald J. Jared</u>	<u>Linda K. Jared</u> 9-27-82



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Lot 12 Block 2	<u>Ronald J. Jared</u>	<u>Linda K. Jared</u>	9-27-82
Lot 13 "	<u>Ray J. Alspach</u>	<u>Debbie Allegard</u>	9-27-82
Lot 1 "	<u>Tyler L. Lindell Woods</u> secretary	<u>ADMIRAL SQUARE, INC.</u>	9-27-82
Lot 2 "	_____	_____	_____
Lot 3 "	<u>Arthur Ballard</u>	<u>Beverly J. Ballard</u>	9-28-82
Lot 4 "	<u>Reginald</u>	<u>Sharon E. Jared</u>	9-27-82
Lot 5 "	_____	_____	_____
Lot 6 "	<u>Louisa Roff</u>	<u>Doris Roberson</u>	9-27-82
Lot 7 "	<u>Reginald</u>	<u>Sharon E. Jared</u>	9-27-82
Lot 8 "	_____	_____	_____
Lot 9 "	_____	_____	_____
Lot 10 "	<u>Reginald</u>	<u>Sharon E. Jared</u>	9-27-82
Lot 11 "	_____	_____	_____
Lot 12 "	_____	_____	_____
Lot 13 "	_____	_____	_____
Lot 14 "	<u>Louisa Roff</u>	<u>Doris Roberson</u>	9-27-82

STATE OF OKLAHOMA, }  
County of Washington } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me the undersigned, a Notary Public, in and for said County and State, on this 27<sup>th</sup> day of September, 1982 personally appeared Roger H. Jared & Sharon E. Jared 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.

Jennifer Carnahan  
Notary Public

My commission expires March 9, 1985

(CORPORATION ACKNOWLEDGMENT)

STATE OF OKLAHOMA, }  
County of Washington }

On this 27<sup>th</sup> day of September, 1982, before me, the undersigned, a Notary Public, in and for the County of State aforesaid, personally appeared

Roger H. Jared to me known to be the identical person who subscribed the name of the maker thereof to the 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 such corporation, for the uses and purposes therein set forth.

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

Jennifer Carnahan  
Notary Public

My commission expires March 9, 1985

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STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on this 28<sup>th</sup> day of September, 1982, personally appeared Bobby D. Hindman & Nancy L. Hindman to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as them 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 last above written.

Jennifer Carnahan  
Notary Public

My commission expires March 9, 1985

(ACKNOWLEDGMENT FOR INDIVIDUAL)

STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on this 29<sup>th</sup> day of September, 1982, personally appeared Jerry L. Alsopach & Debbie Alsopach to me known to be the identical person s 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 last above written.

Jennifer Carnahan  
Notary Public

My commission expires March 9, 1985

(ACKNOWLEDGMENT FOR INDIVIDUAL)

STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on this 29<sup>th</sup> day of September, 1982, personally appeared Ronald J. Jared & Linda K. Jared to me known to be the identical person s who executed the within 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 last above written.

Jennifer Carnahan  
Notary Public

My commission expires March 9, 1985

(ACKNOWLEDGMENT FOR INDIVIDUAL)

STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on this 29<sup>th</sup> day of September, 1982, personally appeared Tommy Woods & Linda Woods d/b/a Admiral Square Inc to me known to be the identical person s 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 last above written.

Jennifer Carnahan  
Notary Public

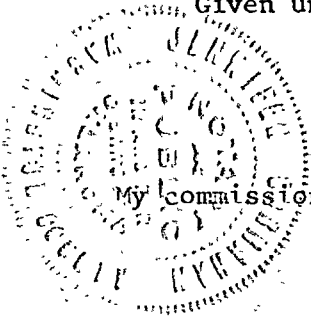
My commission expires March 9, 1985

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(ACKNOWLEDGMENT FOR INDIVIDUAL)

STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on this 28<sup>th</sup> day of September, 1982, personally appeared Patrick Ballard & Beverly J. Ballard to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same 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 last above written.



Jennifer Carnahan  
Notary Public

My commission expires March 9, 1985

(ACKNOWLEDGMENT FOR INDIVIDUAL)

STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on this 21<sup>st</sup> day of September, 1982, personally appeared Sonya Poff & Doris Robinson to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same 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 last above written.



Jennifer Carnahan  
Notary Public

My commission expires 3-9-85

(ACKNOWLEDGMENT FOR INDIVIDUAL)

STATE OF OKLAHOMA,  
County of Washington }

Before me the undersigned, a Notary Public, in and for said County and State, on, this 5<sup>th</sup> day of October, 1982 personally appeared Bruce S. Borders to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that his executed the same his 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 last above written.



Jennifer Carnahan  
Notary Public

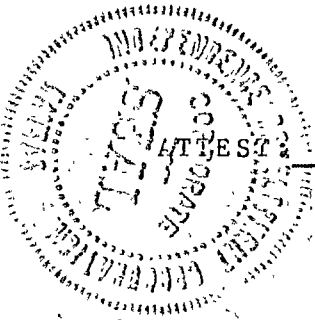
My commission expires 3-9-85

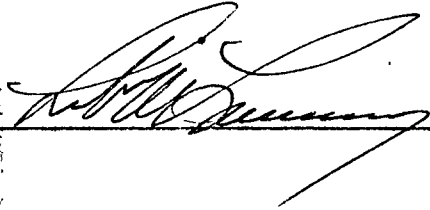
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AMENDMENT TO OWNER'S CERTIFICATE AND RESTRICTIONS OF  
CLEAR CREEK ADDITION, WASHINGTON COUNTY, OKLAHOMA

This amendment pertains to paragraph three (3) of the above mentioned covenant. This amendment will change the minimum resident square footage from 1800 to 1400 square feet. This amendment pertains only to Lot one (1) Block Three (3), Clear Creek Addition, Washington County, to the city of Bartlesville,

Lots 8, 9, and 10, Block 2, Lot 12, Block 1, and Lots 18 and 19 Block 3, Clear Creek Addition to the City of Bartlesville, Washington County, Oklahoma.





  
INDEPENDENCE DEVELOPMENT, INC.

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF MONTGOMERY, SS:

On this 5th day of October, 1982, before me, a Notary Public in and for the said County and State personally appeared Bruce E. Borders 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 corporation, for the uses and purposes therein set forth.

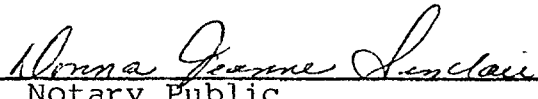
Given under my hand and seal the day and year last above written.

DONNA JEANNE SINCLAIR

Notary Public  
STATE OF KANSAS

Appt. Expires \_\_\_\_\_

My commission expires June 27, 1984

  
Notary Public

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