

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
CLEAR CREEK 2ND ADDITION,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Swan Development Company does hereby certify that it is the Owner 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 North line of said Section, said point being 1320 feet west of the NE corner of said Section; thence S00°02'15"E, 660 feet; thence N89°57'45"E, 487.70 feet; thence N43°06'34"E, 219.32 feet; thence N00°02'15"W, 500 feet; thence S89°57'45"W, 637.7 feet to the point of beginning, containing in all, 9.39 acres, m/1.

and embraced in Clear Creek 2nd Addition, now platted in blocks, lots, streets and easements, recorded in Plat Envelope # 457, 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 Owner does hereby impose the following restrictions and reservations on all of the said Clear Creek 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 Clear Creek 2nd 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 10,000 square feet and shall not be less than 55 feet in width along the front building line.
3. No residence shall be constructed on lots that contain less than 2,000 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 brick, brick veneer, stone, stone veneer, or wood siding (concrete blocks not acceptable.)
5. Prior to January 1, 2000, no building shall be erected, placed or altered or 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 Swan Development Company 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, 2000, each residence constructed in this addition shall be built by a builder who shall be approved in writing by Swan Development Company.
7. 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 of Bartlesville and adopted by the Board of City Commissioners of the City of Bartlesville. The variance on the front lot line having been approved by the Board of said Commissioners.

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8. No building shall be erected on any lot below the elevation of 670 feet as established by the Corps of Engineers Letter dated March 4, 1968.
9. 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.
10. 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, 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.
11. 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 purpose of facilitating such installation, Owner agrees 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, 2, 3, 4 and 17 all in Block One. 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 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.
12. 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.

13. No structure or 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.
14. 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.
15. 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.
16. 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.
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 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.

ATTEST:

SWAN DEVELOPMENT COMPANY

By *[Signature]*

Secretary

By *[Signature]*

President

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss.

On this 29th day of May, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melvin H. Hoppock, 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.

[Signature]
NOTARY PUBLIC

My Commission Expires:

February 9, 1984

FILED
JUN 5 4 06 PM '81
STATE OF OKLAHOMA
WASHINGTON CO. CL.
BEN J. ELLS NORTH
BY *[Signature]* DEPUTY

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