

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
COLONIAL ESTATES 7TH ADDITION
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Colonial Acres, Incorporated, Bartlesville, Oklahoma, a corporation, does hereby certify that it is the owner of the following described real estate located in Washington County, Oklahoma, to-wit:

That part of the Southeast Quarter of the Southwest Quarter of Section 29, Township 26 North, Range 13 East located in Bartlesville, Washington County, Oklahoma, described as follows:

Commencing at the Southwest Corner of said Section thence east along the South Line of said Section a distance of 2638.95 feet to the Quarter Corner; the point of beginning; thence N 89°58'00" W 789.19 feet; thence N 00°02'00" W 357.62 feet; thence N 04°50'51" E 178.91 feet; thence N 15°58'33" E 178.91 feet; thence N 21°32'24" E 80.06 feet; thence N 89°56'00" E 60.00 feet; thence N 00°04'00" W 120.00 feet; thence N 89°56'00" E 11.02 feet; thence N 00°04'00" W 170.00 feet; thence N 89°56'00" E 406.92 feet; thence S 00°06'16" W 9.34 feet; thence S 89°53'44" E 60.00 feet; thence S 05°01'24" W 115.43 feet along the chord of a curve to the right with a radius of 673.07 feet; thence S 89°53'44" E 169.90 feet; thence S 00°06'16" W 948.63 feet to the point of beginning containing 17.60 acres more or less.

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 Colonial Estates 7th 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 Colonial Estates 7th 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 where the residence contains less than 2,000 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in main of brick, brick veneer, stone, stone veneer, or wood siding. (concrete block not acceptable)
4. Prior to June 1, 1993, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications, and plot plan showing the location of the buildings shall have been approved in writing by Colonial Acres, Incorporated, in order to assure that said structure shall conform and harmonize in design with respect to topography and finished ground elevation.

117582
117933

BOOK 817 PAGE 914
BOOK 817 PAGE 250

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 abutts 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. 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.
8. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other outbuildings shall be erected for use on any lot at any time as a residence, either temporarily or permanently.
9. 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 thereon.
10. Roof material shall be wood, slate, tile or heavy composition. Composition to be Asphalt or Fiberglass material 300# or more per square and be simulated shake in appearance. (Standard composition shingles not acceptable.)
11. 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.
12. On each single family residential plot, not fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building lines.
13. 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 any 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.
14. Areas designated on the record plat of Colonial Estates 7th Addition as "Restrictive Drainage Easement" (RD/E) are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainageway areas shall be in accordance with standards prescribed by the City of Bartlesville and plans and specifications approved by the City Engineer of the city of Bartlesville. Said restrictive drainageway area shall be maintained by the lot owner upon which said drainageway is located at his cost in accordance with standards prescribed by the City of Bartlesville. In the event said lot owner should fail to adequately and properly maintain said drainageway area, the City of Bartlesville may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owner. In the event said lot owner fails to pay the cost of said maintenance within thirty (30) days after completion of said maintenance, said cost shall be a lien against said lot which may be foreclosed by the City of Bartlesville.

No fence, wall, planting, building or other obstruction may be placed or maintained in said restrictive drainageway areas without approval of the City Engineer of the City of Bartlesville, and there shall be no alteration of the grades or contours in said restrictive drainageway areas without the approval of said City Engineer.

BOOK 817 PAGE 915
 BOOK 817 PAGE 251

Said easement or any part thereof may be terminated, released and cancelled upon resolution being adopted by the Bartlesville Board of Commissioners providing such.

15. A tract located in Colonial Estates 7th Addition more particularly described as follows:

Beginning at the SE corner of the SW $\frac{1}{4}$ Section 29 T-26-N, R-13-E, Bartlesville Washington County, Oklahoma; thence N 00°06'16" E 948.63 feet to the true point of beginning, which is the SE corner of Lot 4, Block 4, Colonial Estates 5th Addition; thence S 00°06'16" W 25.00 feet; thence N 89°53'44" W 174.72 feet to a point on a curve to the right with a radius of 673.07 feet; thence N 11°01'34" E 25.46 feet along the chord of said curve; thence S 89°53'44" E 169.90 feet to the point of beginning containing 0.099 acres more or less.

These restrictive covenants provide that the above tract cannot be sold separately from Lot 4, Block 4, Colonial Estates 5th Addition.

16. 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, to-wit:

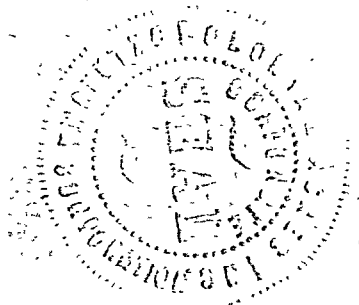
- (a) Overhead pole lines for the supply of electric service may be located along the South and East Sides of the Plated Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition, all supply lines shall be located underground, in the easementways reserved for general utility services and streets, shown on the recorded Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.
- (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 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 easementways 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 trade 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.

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 years from the date the 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 said covenants in whole or in part.

BOOK 817 PAGE 916
BOOK 817 PAGE 252

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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



COLONIAL ACRES, INCORPORATED

Duane Mueller

President

[Signature]

Secretary

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

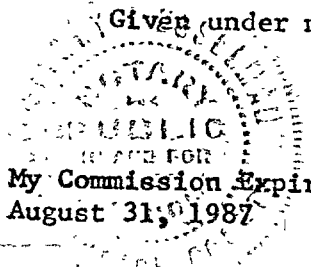
On this 15th day of December, 1983, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Duane Mueller to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged 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:
August 31, 1987



FILED

MAY 10 4 21 PM '84

STATE OF OKLAHOMA
WASHINGTON COUNTY
FAYE MOUNTAIN
BY [Signature] DEPUTY

STATE OF OKLAHOMA
WASHINGTON COUNTY
FAYE MOUNTAIN
BY [Signature] DEPUTY

MAY 23 4 29 PM '84

FILED

817 PAGE 253 BOOK 817 PAGE 917