

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF 74005
HUGHES FISHER 5th ADDITION, WASHINGTON, COUNTY, OKLAHOMA

32225

KNOW ALL MEN BY THESE PRESENTS:

That the C & S Development Company, Bartlesville, Oklahoma, a Partnership, 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 SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 4, T26N, R13E, Washington Co., Oklahoma, described as follows:

Beginning at the SW corner of said SW $\frac{1}{4}$, NE $\frac{1}{4}$; thence N 00 06' 00" W, 687.44'; thence S 89 57' 00" E, 221.80'; thence N 00 03' 00" E, 2.56'; thence S 89 57' 00" E, 272.00'; thence S 00 03' 00" W, 27.30'; thence S 89 57' 00" E, 186.00'; thence S 00 03' 00" W, 662.70'; thence N 89 57' 00" W, 678.00' to the point of beginning, containing 10.70 acres, more or less.

and embraced in Hughes Fisher 5th Addition, now platted in blocks, lots, streets, and easements, recorded in Plat Envelope 513, 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 Hughes Fisher 5th Addition, excluding Blk 1, 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 Hughes Fisher 5th addition, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. A building site or plot 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.
2. No residence shall be constructed upon any of the lots that shall contain less than 1200 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 blocks not acceptable.) No house, garage or any other building shall be moved into this subdivision.
3. 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 current zoning regulations for the Bartlesville Metropolitan Area Planning Commission, adopted by the Board of Commissioners of the City of Bartlesville.

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4. No building shall be erected on any lot below the elevation of 670MSL feet as established by the Corps of Engineers Letter dated March 4, 1968.
5. 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.
6. 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 any public or quasi-public utility function at any time to the same for the purposes of repair and maintenance.
7. Owner desires that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practicable, by facilities located 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) 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 utility pole 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 utility pole to the service entrance on said house.
 - (b) 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.
 - (c) 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.
 - (d) 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.

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8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 (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 then owners of a majority of the lots affected hereby has been recorded, agreeing to a change in said covenants in whole or in part.
14. These covenants, with the exception of paragraph 7, may be amended, modified or altered at any time by an instrument in writing signed by the owners of not less than 50 % of the lots affected hereby.

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.

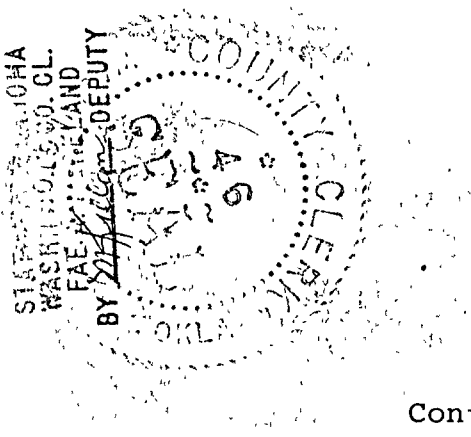
C & S DEVELOPMENT COMPANY,
a Partnership

By *M. Shivers*
General Partner

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STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

On this 29th day of March, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ted F. Schwermer, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its General Partner 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 Partnership, for the uses and purposes therein set forth.

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

Brian D. Shopp
Notary Public

My commission expires:
June 9, 1990