

OWNER'S CERTIFICATE AND RESTRICTIONS OF  
COLONIAL ESTATES 11th ADDITION/SECTION 1  
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That C & S Development Company, an Oklahoma general partnership, Bartlesville, Oklahoma, does hereby certify that C & S Development Company is the owner of the following described real estate located in Washington County, Oklahoma, to wit:

Part of the Southwest Quarter of the Northeast Quarter (SW/4 NE/4), Section 29, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

Beginning at a point on the South line of said SW/4 NE/4, said point being N 89° 53' 24" E a distance of 329.77 feet from the SW corner of said SW/4 NE/4; thence N 00° 00' 14" W, 719.37 feet; thence N 90° 00' 00" E, 140.28 feet; thence N 00° 00' 00" E, 30.00 feet; thence N 90° 00' 00" E, 495.00 feet; thence S 00° 00' 00" W, 354.00 feet; thence S 05° 35' 07" E, 51.37 feet; thence S 00° 00' 00" W, 343.02 feet to the South line of said SW/4 NE/4; thence S 89° 53' 24" W along the South line of said SW/4 NE/4, 640.23 feet to the point of beginning, containing 10.9 acres, more or less,

which real estate has been surveyed and platted in lots and blocks under the name of "Colonial Estates 11th Addition/Section 1" as reflected by that certain Deed of Dedication and Plat recorded in the Office of the County Clerk of Washington County, Oklahoma in Plat Envelope No. 520.

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 11th Addition/Section 1 (the "Addition"), to which it shall be incumbent upon the successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming an owner, either directly or through any subsequent transfer or in any manner whatsoever of any lot or lots included in the Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to wit:

1. All lots in the 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 lot other than one (1) single family residence and 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 the Addition.

39510

BOOK 856 PAGE 1802

3. No residence shall be constructed containing less than 2,400 square feet of usage 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. In order to assure that structures constructed within the Addition shall conform and harmonize in design with respect to topography and finished ground elevation, prior to the expiration of ten (10) years from the date hereof, no building shall be erected, placed or materially altered until the building plans, specifications, and plot plan showing the location of the buildings shall have been approved in writing by C & S Development Company, which approval shall be indicated by a certificate signed and acknowledged by an officer of said corporation.
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 lot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such a lot shall have a presentable frontage on each abutting street.
7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which is or might become an annoyance or a nuisance to the neighborhood. No building shall be erected on any of the lots in the Addition which is designed or utilized to house poultry, cows horses pigs, rabbits, or other livestock, nor shall any of the last described animals be kept or maintained within the Addition.
8. No basement, tent, shack, trailer, garage, barn or other structure of a temporary character shall be erected for use, utilized or occupied as a residence.
9. No billboards or advertising signs or structures shall be erected or maintained upon any lot in the Addition, except "For Rent" or "For Sale" signs, which signs shall not exceed 24" x 36" in size.
10. Roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 300# or more per square, and shall be simulated shake in appearance (standard composition shingles not acceptable).
11. No fence, whether ornamental or otherwise, shall be erected on any lot nearer to the front property line than the front building lines.
12. The owner 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 utility pipelines, conduits, poles, wires and other similar instrumentalities capable of performing public or quasi-public utility functions, both above or beneath the surface of the ground, with the right of access at any time to the same for purposes of installation, repair, maintenance and removal.

13. Areas designated on the plat of the 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 the Addition and from properties outside the Addition. Drainage facilities constructed in said Restrictive Drainage Easements 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. The Restrictive Drainage Easement shall be maintained by the lot owner upon which said easements are located at his cost in accordance with standards prescribed by the City of Bartlesville. In the event a lot owner shall fail to adequately and properly maintain said easement, the City of Bartlesville may enter upon said easements and 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 maintenance within thirty (30) days after completion of same, said cost shall be a lien against the defaulting owner's lot(s) which may be foreclosed by the City of Bartlesville.

No fence, wall, planting, building or other obstruction shall be placed or maintained in said Restrictive Drainage Easements without approval of the City Engineer of the City of Bartlesville, and there shall be no alteration of the grades or contours in said easements without the approval of said City Engineer.

Said easements or any part thereof may be terminated, released and cancelled upon resolution duly adopted by the Bartlesville Board of Commissioners.

14. Owner desires that the supply of electricity throughout the Addition be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, the following provisions shall apply, to wit:

(a) Overhead pole lines for the supply of electric service may be located along the south and east side of platted Addition. Street light poles or standards shall be served by underground cable, and elsewhere throughout the Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and the streets shown on the recorded 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 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 of said house.

(c) The supplier of electric service, through its agents and employees, shall at all times have the right of access to all 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.

15. The initial purchaser of each lot contained in the Addition shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the City of Bartlesville, Oklahoma.

16. These covenants and restrictions shall run with the land, and shall be binding upon all persons owning lots in the Addition for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. The restrictions contained herein (with the exception of paragraphs 12, 13 and 14) may be modified, amended and/or waived by an instrument which is signed by a majority of the then owners of the lots agreeing to such modification, amendment and/or waiver.

Enforcement shall be by proceedings at law or in equity to restrain violations and/or recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

Dated this 30<sup>th</sup> day of February, 1990.

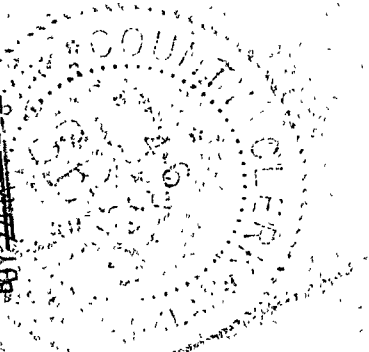
C & S DEVELOPMENT COMPANY,  
an Oklahoma general partnership

By T. F. Schwermer  
T. F. Schwermer  
General Partner

FILED

FEB 23 11:07 AM '90  
FEB 23 12:07 PM '90

STATE OF OKLAHOMA  
WASHINGTON COUNTY  
FAREY H. REILAND  
CLERK  
BY: [Signature] DEPUTY



BOOK PAGE 1805

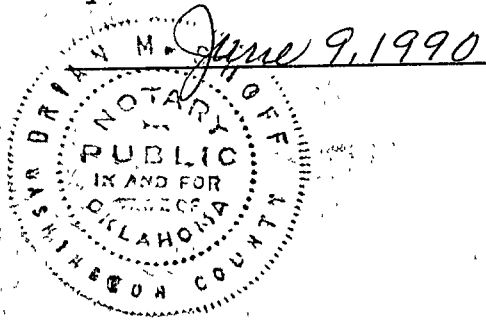
STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF WASHINGTON        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of February, 1990, personally appeared T. F. Schwermer, a General Partner of C & S Development Company, an Oklahoma general partnership, to me known to be the identical person who executed the within and foregoing instrument 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 for said partnership for the uses and purposes therein set forth.

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

Brian M. Shoyz  
Notary Public

My commission expires:



BOOK 856 PAGE 1806