# The Lenape Addition

THE DELAWARE TRIBE OF DESCRIBED REAL ESTATE )F INDIANS TE: (THE 'DEVELOPER') BEING THE SOLE OWNER OF THE FOLLOWING

A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), OF SECTION FOUR (4), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNIER OF SAID SECTION 4: THENGE DUE WEST A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNIER OF SAID SE/4, THENCE IN CORRIER OF SAID SE/2 SE/4, THENCE IN CORRIER OF SAID SE/2 SE/4, THENCE IN CORRIER OF SAID SE/2 SE/4, A DISTANCE OF 1293.86 FEET TO THE RIGHT WITH A RADIUS OF 115.00 FEET FOR A DISTANCE OF 381.10 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 335.00 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET; THENCE IN THENCE OF 336.00 FEET; THENCE OF 161.40 FEET; THENCE IN 79'28'11" E A DISTANCE OF 314.43 FEET; THENCE OF 161.40 FEET; THENCE IN 79'28'11" E A DISTANCE OF 314.43 FEET; THENCE OF 161.40 FEET; THENCE IN SOUTH A RADIUS OF 350.00 FEET; THENCE IN THE SOUTH LINE OF SAID SE/4, A DISTANCE OF 11.50 FEET; THENCE IN THE SOUTH LINE OF SAID SE/4, A DISTANCE OF 11.50 FEET; THENCE ONE FEET; THENCE ONE FEET; THENCE ONE FEET; THENCE OF 11.50 FEET; THENCE ONE FEET; THENCE OF 11.50 FEET; THENCE OF 25.00 FEET; THENCE OR 25.00 FEET; THENCE OF 25.00 FEET;

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS AND STREETS IN CONFORMITY TO THE PLAT HEREN CONTAINED AND HAS CAUSED THE SAME TO BE NAMED THE LENAPE ADDITION THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EXSEMENTS AND RIGHTS—OF—WAY AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MUNICANING, REPARING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES HAZUDING STORM AND SANTARY SEWER, COMMUNICATION LINES, ELECTRICAL POWER LINES, TRANSFORMERS, PEDESTALS, CAS AND WATER LINES, TOGETHER WITH ALL PITTINGS AND EQUIPMENTS FOR EACH OF SUCH FACILITIES AND OTHER APPURITINANCES THEREFOR, WITH THE RIGHT OF MIGRESS AND EGRESS TO AND UPON SAND EASEMENTS AND RIGHTS—OF—WAY FOR THE USES AND PURPOSES THEREOF.

## CONDITIONS, RESTRICTIONS. AND PROTECTIVE COVENANTS

THE SUBDIVISION IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY, IT IS THE DESIRE AND INTENT OF THE DEVELOPER TO CREATE A COMMUNITY IN WHICH SUCH BEAUTY SHALL BE SUBSTANTIALLY PRESERVED AND ENHANCED BY THE CREATION AND ENFORCEMENT OF DEVELOPMENT STANDARDS.

THE DEVELOPER, DESIRNO TO ESTABLISH A COMPATIBLE SYSTEM OF DEVELOPMENT AND PRESERVE THE CHARACTER OF THE SUBDIMISION DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING RESTRICTIONS, CONDITIONS, AND PROTECTIVE COMENANTS, TO WHICH ALL PROPERTIES IN THIS ADDITION ARE SUBJECT:

1. LOT USE: LOTS WITHIN THE ADDITION SHALL BE ONLY USED FOR RESIDENTIAL STRICE-FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL, PROFESSIONAL OR MANUFACTURING PURPOSE PROVIDED THAT, HOWEVER, THIS PROHIBITOR SHALL NOT APPLY TO ANY BUILDING OR STRUCTURE THAT MAY BE PLACED ON ANY LOT OR PORTION OF A LOT WITHIN THE ADDITION THAT IS USED EXCLUSIVELY BY A PUBLIC UTILITY COMPANY IN CONNECTION WITH THE FURNISHING OF PUBLIC UTILITY SERVICES TO THE ADDITION OR TO THE PROPERTY ADMICH TO THE ADDITION OR TO LOT. BLOCK 1, WHICH SHALL BE UTILIZED FOR DAY CARE, TRIBAL HEADQUARTERS, AN ASSISTED LIVING CENTER FACILITY, NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR OWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT, NO DWELLING MAY BE MOVED INTO THE SUBDIVISION.

품종~ DWELLINGS: NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS MOBILE HOME OR DWELLING UNIT SHALL BE MOVED INTO OR BE PRESENT IN THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE ADDITION: A RESIDENCE.

(A) DWELLING SIZE: ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1.600 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1,000 SQUARE FEET AT THE LOWER LEVEL. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE EXCLUSIVE OF PORCHES, PATROS AND GARAGES.

(6) MASONRY: ALL DWELLING SHALL HAVE AT LEAST RIFTY PERCENT (50%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE, PROVIDED, HOWEVER, THE AREA OF ALL WINDOWS AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE CROUND LINE SO THAT THE FOUNDATION SHALL BE COMPLETELY CONCEALED, NO DEVATION OF THE EXTERIOR CONSTRUCTION MATERIALS. SHALL BE PERMITTED.

(C) CARACES: ALL OMELLINGS SHALL HAVE ATTACHED CARACES SUITABLE FOR ACCOMMODATING AT LEAST TWO (2), BUT NOT MORE THAN THREE (3) STANDARD SIZED AUTOMOBILES. ALL GARACES SHALL BE ACCESSED BY AN OVERHEAD GARAGE ODOR OR DOORS.

(D) DRIVEWAYS: ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH.

(E) WAIL BOXES: ALL WAIL BOXES SHALL BE ENCLOSED IN A BRICK OR MASONRY STRUCTURE WHICH SHALL EXTEND TO THE GROUND AND SHALL CONFORM TO THE DWELLING.

Э ROOF MATERIAL: ALL ROOF MATERIAL SHALL BE WOOD, SLATE, THE OR HEAVY COMPOSITION. COMPOSITION ROOF MATERIAL SHALL BE ASPHALT OR FIBER CLASS MATERIAL WITH A WEIGHT OF 240# OR MORE PER SQUARE. ROOF PITCH: THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 4/12.

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(H) METERED OF THE HERON VIEW BY LEROUIREMENTS
DEVELOPER.

(I) SIDEWALKS: PRIOR TO THE COMPLETION OF ANY CONCRETE SIDEWALK SHALL BE CONSTRUCTED BY THE FRONT STREET RIGHT-OF- WAY WITH 1 FOOT (2) STREETS) OF CLEARANCE BETWEEN THE SIDEWALK AND THE SIDEWALK SIDE NY OWELLING A, 4
BY THE BUILDER C
1 (26' WIDE STREE
AND THE PROPER <del>3</del>5

3. APPROVAL OF PLANS: FOR THE PURPOSE OF FURTHER ENSUR THE SUBOMISION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER APPROVE THE OVERALL DESIGN OF ALL BUILDINGS. NG THE DEVELOPMENT RESERVES THE POWER 경위

THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR GRANAGE OR CODE COMPLIANCE, THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAVER OF ANY RESTRICTIONS.

NO RESIDENCE, ACCESS, STRUCTURE, FENCE, WALL OR MAIL BOX SMALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE ADDITION UNTIL THE PLANS AND SPECIFICATIONS THEREOF HAVE BEEN APPROVED IN WRITING BY THE DEVELOPER.

THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO AND SHALL HAVE THE FOLLOWING EXHIBITS ATTACHED THERETO. THE DEVELOPER Z

ε SITE PLAN SHOWING THE LOCATION AND ORIENTATION OF ALL **MPROVEMENTS** 

9. VEHICLES: NO VEHICLES SHALL BE KEPT, PARKED, STOOD OR FORTY-FIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PEOR SCREENED FROM VIEW IN THE REAR YARD. VEHICLES SHALL IS STOOD ON THE YARD. RESIDENTS' VEHICLES SHALL NOT BE PARKED 8. STORAGE: NO DUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, HMPLEMENTS OR SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THATY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

11. SIGNS: NO SIGNS OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT LOT 1, BLOCK 1, AND EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION OR ISSUE OR BY THE DEVELOPER OR BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD, UNLESS APPROVED IN WRITING BY THE DEVELOPER.

12. SETBACK LINES: NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SETBACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT, UNLESS OTHERWISE PROVIDED BY EASEMENT OR SETBACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SETBACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE: : 25 FEET 7.5 FEET 25 FEET

CAS: ON ALL LOTS WHERE THE SUPPLY LINE FOR GAS IS LOCATED IN THE LOT. THE METER SHALL BE PLACED ON THE SIDE OF THE HOME AND SHIELDED LANDSCAPING. SAID METER SHALL BE INSTALLED IN ACCORDANCE WITH THE CAS OF THE LOCAL GAS AUTHORITY, A COPY OF WHICH IS AVAILABLE FROM THE

4 FOOT WIDE, 4 INCH THICK OF SAID OWELLING WITHIN SETS) OR 4 FEET (30' WIDE ERTY LINE.

☻ FULL WORKING DRAWBINGS WITH FLOOR PLAN AND ALL ELEVA

(C) SPECIFICATIONS IDENTIFYING ALL EXTERIOR MATERIALS TO BE USED. SUBMISSION OF THE COLOR SCHEME FOR ALL EXTERIOR MATERIALS MAY BE DEFERRED UNTIL SUCH TIME AS IS AT LEAST TEN (10) DAYS PRIOR TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, DETAILS AND SITE PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TEN (10) DAYS OF SUCH SUBMISSION, ALL COVENANTS SHALL BE DEEMED TO BE FULLY COMPLETO WITH.

4. PARK AREA: THE AREA DESIGNATED ON THE PLAT AS THE "PARK RESERVED BY THE DEVELOPER AND SHALL BE MAINTAINED BY THE AREAS MAY BE USED AS UTILITY EASEMENTS AS APPROVED BY THE C AREA" BLOCK C DEVELOPER. DEVELOPER. 產 PARK

ALL OWNERS SHALL SHOW COMMON COURTESY AND RESPECT IN THE USE OF THE PARK AREA. THE OWNERS OF LOTS IN THE SUBDIVISION ACKNOWLEDGE THAT THEY HAVE AND ACCEPT THE SOLE DUTY TO PROPERTY OF THEMSELVES, THEIR FAMILIES AND GUESTS AND BY ACCEPTING A DEED TO PROPERTY IN THE SUBDIVISION, RELEASE THE DEVELOPER AND ITS AGENTS FROM ALL CLAIMS FOR DAMAGES RELATING THERETO.

5. OUTBUILDINGS: ALL TOOL SHEDS, HOBBY ROOMS, OR OTHER TO THE BASIC ARCHITECTURAL STYLING OF THE DWELLING AND REQUIREMENT OF PARAGRAPH TWO (2). 오완 ALL SATISFY THE MASONRY

6. FENCES: NO NEW FENCE (CHAIN LINK OR WOOD) SHALL EXCEED SIX (6) FEET IN HEIGHT. NO NEW FENCE OR ENCLOSURE OF ANY TYPE OR NATURE WHATSOENER SHALL EVER BE CONSTRUCTED, EXECUED, PLACED OR MAINTAINED CLOSER TO THE FRONT LINE THAN THE BUILDING, OR ENCLOSE THE GAS METER. HOWEVER, IT IS NOT THE INTENTION OF THIS PARAGRAPH TO EXCLUDE THE USE OF EVERGREENS OR OTHER SHRUBBERY TO LANDSCAPE A FRONT YARD. ALL NEW FENCES SHALL COMPLY WITH THE CODE OF BARTLESVILLE.

7. ANIMALS: WO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIN LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD PETS AND SAID ANIMALS, PROVIDED THAT NO ANIMALS SHALL BE KEPT, BREE COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT A DWELLING BEING USED AS A RESIDENCE. ALL ANIMALS MUST B A LEASH, ANIMAL SHELTERS SHALL BE SCREENED FROM YIEW FROM IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. ND SHALL BE KEPT ON ANY D THE SUCKLING YOUNG OF ED OR MAINTAINED FOR ANY DE WHICH DOES NOT CONTAIN BE FENCED IN OR KEPT ON ANY STREET UNLESS BUILT

10. ANTENNAE: NO TELEVISION, RADIO, OR OTHER ANTENNAE OR THAN SATELLITE DISH RECEIVERS LESS THAN 20° IN DIAMETER SHALL BE ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPEE DR STORED FOR MORE THAN SERKID, FXCFPT IN A CARACF NOT BE KEPT, PARKED OR D OR STOOD IN ANY STREET. RECEPTION DEVICES OTHER CONSTRUCTED OR MAINTAINED

ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, AND GAS SERVICE LINES: IN CONNECTION HITHE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

(A) NO OVERHEAD POLE UNES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED ON THE PROPERTY OF THE ADDITION, EXCEPT AS PREMOUSLY EXISTED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE, THROUGHOUT THE ADDITION, SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

(B) 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, TELEPHONE, CABLE TELEVISION, WATER, AND GAS SERVICE SHALL THEREAFTER BE DEEDED TO HAVE A DEFINITIVE, PERHANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE TO THE HOUSE.

(C) THE SUPPLIER OF ELECTRIC TELEPHONE, CABLE TELEVISION, WATER AND GAS SERVICE. THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, OR GAS SO INSTALLED BY IT.

(b) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, AND GAS FACILITIES LOCATED ON THIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, OR GAS FACILITIES, THE COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF INDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER OR GAS FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OF RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, IT'S AGENTS OR CONTRACTORS.

(E) THE FORGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER AND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

THE CITY OF BARTLESVILLE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY AND STORM SEWER FACILITIES. BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS ACENTS OR CONTRACTORS.

THE FORGOING COVENANTS CONCERNING THE WATER AND SEWER FACILITIES THE LOT AGREES SHALL BE ENFORCEABLE TO BE BOUND HEREBY.

4. LANDSCAPE AND PAYING REPAIR: THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND PAYING REPLACEMENT OF ANY LANDSCAPING AND PAYING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TILLYISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREE OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS—OF—WAY, WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES IN SAID EASEMENTS OR RIGHTS—OF—WAY, THE CITY OF BARTLESVILLE SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF, AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

5. WASTE: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS, SHALL BE KEPT IN A CLEAN, NEAT AND ADDERLY MAINNER. LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND HOWED TO THE STREET. ALL WASTE CONTAINERS MUST BE REMOVED FROM CURBISIDE AND SCREENED FROM ROADWAY VIEW WITHIN 18 HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

6. NUISANCE: NO NOXIOUS OR OFTENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT. NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. SUBJECT TO THE USES, RESTRICTIONS È REQUIREMENTS

13. DRAINAGE EASEMENTS: NO BUILDINGS, TREES, SHRUBS OR SEEDLINGS OF ANY FORM SHALL BE PLACED IN DRAINAGE EASEMENTS EXCEPT CERTAIN GRASSES NORMALLY USED FOR LAWN PURPOSES. NO OBSTRUCTIONS SHALL BE PLACED OR PERMITTED TO REMAIN IN ANY OF THE DESIGNATED DRAINAGE-WAYS THAT WOULD HINDER OR RESTRICT THE FREE AND VOLUNTARY FLOW OF STREAM WATER FROM ITS INTENDED PASSAGEWAY.

2. WATER SANITARY AND STORM SEMBR: OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY SEWER FACHLITES LOCATED ON THEM LOTS AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET FROM THE ORIGINAL CONTIOURS OF ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATIONS OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

THE CITY OF BARTLESVILLE SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON PLAT, FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND WATER AND SEWER FACILITIES.

3. SANITARY DISPOSAL: NO OUTSIDE TOILET SHALL BE ALLOWED IN THE SUBDIVISION AND STATE HEALTH REQUIREMENTS.

8. ENFORCEMENT: ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR AN OWNER OF ANY LOT OR HAVING ANY INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEVERALLY, THE DEVELOPER SHALL MOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE. COMPLIANCE WITH CODE: ALL LOTS ARE BARTLESVILLE CITY ORDINANCES.

9. REMEDIES: IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS. CONSTIONS OR RESTRICTIONS HERBM, ANY PERSON OWNING ANY REAL PROPERTY IN THE SUBBINSON SHALL HAVE STANDING TO PROSECUTE ANY PERSON OWNING AT LAW, OR IN EQUITY AGAINST THE PERSON VIOLATING. THE SAME TO PREVENT THE VIOLATION, OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF, THE DEVELOPER OR THE ASSOCIATION, IF THE PREVALING PARTY, SHALL BE ENTITLED TO AN AWARD OF ATTORNEY'S FEES TO BE TAXED AS COSTS.

10. NO WAIVER: THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT OR CONGRITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MOCHFICATION OF THESE PESTRICTIONS AND PROTECTIVE COVENANTS.

10. NO WAIVER: THE FAILURE OF THE GRAVITOR, OR ANY ANY GIVEN RESTRICTION OR COVENANT OR CONDITION AT TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

12. BINDING EFFECT AMENDMENTS: THESE COVENANTS, CONDITIONS, AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLADWING UNDER THEM. PROVIDED, HOWEVER, THEY MAY BE AMENDED BY THE OWNERS OF A MAJORITY OF THE LOTS OF THE SUBMINISION, WHICH MAJORITY SHALL BE EFFECTIVE UPON RECORDING IN THE RECORDS OF THE WASHINGTON COUNTY CLERK. IN COUNTING THE NUMBER OF LOTS IN FAVOR OF AN AMENDMENT, THE SIGNATURE OF ANY CO-OWNER OF A LOT SHALL CONSTITUTE THE AFFIRMATIVE VOTE OF THE OWNERS OF SAID LOT.

### OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES ANY AND ALL RIGHT OF INCRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LINA). THIS PROVISION CAN BE RELEASED, CHANGED OR ALTERED BY THE BARTLESVILLE METROPOLITAN ARCA PLANNING COMMISSION OR THIS SUCCESSORS, WITH THE CONCURRING APPROVAL OF THE CITY ENGINEERS OF THE CITY OF BARTLESVILLE, OKLAHOMA.

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DETENTION AREA" ARE HEREBY DEDICATED AS A ORIGINATED ON THE PUBLIC, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING (STRUCTURAL ONLY), OPERATING, REMOVING, AND REPLACING STORM WATER DETENTION FACILITIES IN ACCORDANCE WITH STANDARDS ADDPTED BY THE CITY OF BARTLESYILLE AND IN ACCORDANCE WITH PLAYS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BARTLESYILLE. NO FENCE, WALL, PLAYTING, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DETENTION AREA HEREBY DEDICATED AS A DRAINAGE EASEMENT, WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF BARTLESYILLE, AND THESE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DETENTION AREA WITHOUT APPROVAL OF SAID CITY ENGINEER, MOWBRG, MAINTENANCE OF THE SLOPES, NORMAL POOL AND MITIGATION FOR SILTATION, SHALL BE THE RESPONSIBILITY OF THE UNDERSIGNED GRANTOR.

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