

COVENANTS AND RESTRICTIONS.

KNOW ALL MEN BY THESE PARTIES:

WHEREAS TERREL TAYLOR COMPANY, a corporation and Sammy L. Brewer and Lawana J. Brewer, husband and wife, (hereafter the "Owner"), is the true and lawful owner of the following described real estate situated in Washington County, Oklahoma (hereafter referred to as the "Lots"), to wit:

Lots 1 thru 36, East View Addition to the City of Bartlesville, Oklahoma.

WHEREAS, pursuant to the Plat of East View Addition (hereafter the "Addition") recorded on 10-21-04 in Plat Envelope No. 585 in the Office of the County Clerk of Washington County, Oklahoma, the following covenants and restrictions are hereby imposed on the "Lots".

1. No residence shall be constructed on any of the Lots containing 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)."

Supplemental Covenants and Restrictions

Owner does hereby impose the following additional and supplemental restrictions on the Lots, to wit:

1. In order to assure that structures constructed on the Lots 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 Terrel Taylor Company, which approval shall be indicated by a certificate signed and acknowledged by an officer of said corporation.
2. 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.
3. 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 presentable frontage on each abutting street.
4. 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, 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 on any Lot.
5. 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.
6. No billboards or advertising signs or structures shall be erected or maintained upon any Lot except "For Rent" or "For Sale" signs, which signs shall not exceed 24" x 36" in size.
7. No fence, whether ornamental or otherwise, shall be erected on any Lot nearer to the front property line than the front building lines.

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8. The initial purchaser of each Lot shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the City of Bartlesville, Oklahoma.
9. These Supplemental Covenants and Restrictions shall run with the land, and shall be binding upon all persons owning Lots for a period of twenty (20) years from the date hereof, after which time same shall be automatically extended for successive periods of ten (10) years each. These Supplemental Covenants and Restrictions 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/of waiver.

COVENANTS FOR DEEDS OF DEDICATION FOR UNDERGROUND SUBDIVISION

1. Overhead poles may be located along the North side of subdivision for the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat.
2. All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
3. Underground service cables and gas service lines to all structures which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.
4. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim or treat any trees and undergrowth on said easement.
5. The owner of each lot in the Subdivision 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, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

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