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**OWNER'S CERTIFICATE AND RESTRICTIONS OF
COLONIAL ESTATES 18TH ADDITION
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA**

011861

KNOW ALL MEN BY THESE PRESENTS:

That Rice Creek Development Company, Bartlesville, Oklahoma, a Limited Liability Company, does hereby certify that it is the owner of the following described real estate located in Washington County, Oklahoma, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

which real estate has been surveyed and platted in lots and blocks under the name of "Colonial Estates 18th Addition" 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. 622.

BK 1049 PG 2908

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 owners do hereby impose the following restrictions and reservations on all of the said Colonial Estates 18th Addition (the "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 the 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, servants' 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 useable 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. 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.
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. 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.

Provided as a courtesy by Southern Abstract Company

6. 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.
7. 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.
8. Three (3) street trees shall be planted for each 100 linear feet of street frontage within the street right-of-way per the Highway 75 Overlay District Requirements. However, for any lot having a street frontage of 100 lineal feet or greater, three (3) street trees shall be required for every sixty (60) feet of street frontage. Trees shall be planted within the right-of-way landscape area and may be clustered at entrances, clustered at corners, planted in a line or other creative ways as approved by the Community Development Director. Fractions of trees shall be rounded up to the nearest whole number. Said street trees shall be at least 2 ½ inch caliper as measured three feet up from the base at the time of planting. Street trees are to be planted at the time each home is built.

Outlot "A" (Public Accessway & Drainageway) is to be preserved in its natural state other than the drainage and grading work approved on the subdivision's construction plans.

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, no 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 recorded plat of Colonial Estates 18th 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. 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. 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 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) Overhead pole lines for the supply of electric service may be located along the South and East sides of the Platted 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 lots; 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, affective 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.

16. 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.

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

RICE CREEK DEVELOPMENT COMPANY, LLC

By Wayne Callaghan
Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT--OKLAHOMA FORM

STATE OF Oklahoma, County of Washington, SS.

Before me, a Notary Public, in and for said County and State, on this 29 day of September, 2006, personally appeared Wayne Callaghan, to me known to be the identical person who executed the within and foregoing instrument as its Manager, 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 limited liability company for the purposes therein set forth.

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

Sherry Musselman
Notary Public

My commission expires: _____

SHERRY MUSSELMAN
NOTARY PUBLIC
Commission #99014184
Washington County, Oklahoma
Expiration: 8/31/2007

216 Se 4th
Bartlesville, Ok 74003

Doc # 2006011861
Bk 1049
Pg 2908-2912
DATE 11/07/06 14:50:35
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



MP

BK 1049 PG 2911

LEGAL DESCRIPTION

PARTS OF COLONIAL ESTATES 8TH ADDITION, COLONIAL ESTATES 9TH ADDITION AND COLONIAL ESTATES 10TH ADDITION, AND A PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, ALL IN BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OUTLOT "A" OF COLONIAL ESTATES 9TH ADDITION, OUTLOT "C" AND OUTLOT "D" OF COLONIAL ESTATES 10TH ADDITION, PARTS OF LOT 3, BLOCK 3 AND LOT 3, BLOCK 4 OF COLONIAL ESTATES 10TH ADDITION AS DESCRIBED IN BOOK 1048, PAGE 3167-3168 IN THE WASHINGTON COUNTY CLERK'S OFFICE AS FOLLOWS, "A PART OF LOT THREE (3), BLOCK THREE (3), COLONIAL ESTATES 10TH ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 3; THENCE NORTH 00°00' EAST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 1.00 FEET; THENCE SOUTH 89°30'37" WEST A DISTANCE OF 117.00 FEET TO THE SW CORNER OF SAID LOT 3; THENCE NORTH 90°00' EAST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 117.00 FEET TO THE POINT OF BEGINNING" AND "A PART OF LOT THREE (3), BLOCK FOUR (4), COLONIAL ESTATES 10TH ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 3; THENCE N00°00' EAST ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 1.50 FEET; THENCE NORTH 89°39'05" EAST A DISTANCE OF 164.36 FEET TO THE EAST LINE OF SAID LOT 3; THENCE S00°48'49" WEST ALONG SAID EAST LINE OF LOT 3 A DISTANCE OF 2.50 FEET TO THE SE CORNER OF SAID LOT 3; THENCE SOUTH 90°00' WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.32 FEET TO THE POINT OF BEGINNING" AND THE SOUTH FOUR (4) FEET OF LOTS ONE (1), TWO (2) AND THREE (3), BLOCK FIVE (5), COLONIAL ESTATES 8TH ADDITION, ALL IN BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, LESS AND EXCEPT THAT PORTION LYING EAST OF RICE CREEK, ALL IN SECTION 29, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN

BK 1049 PG 2912