

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
WOODLAND PARK 16th ADDITION, WASHINGTON COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That the Cherokee Hills Development Company, Bartlesville, Oklahoma, Inc., a corporation, 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/4 of the SW/4 and the SE/4 of the SW/4 of Section 17, Township 26 North, Range 13 East, more particularly described as follows:

STARTING at a point 506.00 feet West of the SE corner of the NE/4 of the SW/4 of Section 17, Township 26 North, Range 13 East, as a point of beginning:

thence South 0° 05' 59" East a distance of 660.03 feet;
thence North 89° 58' 44" West a distance of 813.58 feet;
thence North 48° 13' 00" West a distance of 209.20 feet;
thence North 41° 47' 00" East a distance of 110.0 feet;
thence South 48° 13' 00" East a distance of 8.83 feet;
thence North 41° 47' 00" East a distance of 50.00 feet;
thence South 48° 13' 00" East a distance of 120.59 feet;
thence North 41° 47' 00" East a distance of 654.36 feet;
thence South 89° 53' 00" East a distance of 329.30 feet;

to the point of beginning, containing 9.875 acres, more or less;

and embraced in Woodland Park 16th Addition, now platted in lots, blocks, streets and easements, recorded in Plat Envelope 339, 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 further 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 Woodland Park 16th 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 Woodland Park 16th 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. A building site or plot may be 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 8,000 square feet and shall not be less than 74 feet in width along the front building line.
3. No structure shall be erected, placed or permitted to remain on any building plot, other than one 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 this subdivision.

Provided as a courtesy by Southern Abstract Company

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4. No residence shall be constructed upon any of the lots that shall contain less than 1,400 square feet of useable floor 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, or stone veneer, (concrete blocks not acceptable) with wood siding permitted in porch, gable and upper story areas.
5. Prior to January 1, 1987, no building shall be erected, placed or altered on any building plot in the addition until the building plans, specifications and plot plans showing the location of such building shall have been approved in writing by the Cherokee Hills Development Company, Bartlesville, Oklahoma, Inc., in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.
6. Prior to January 1, 1987, each residence constructed in the addition shall be built by a builder who shall be approved in writing by the Cherokee Hills Development Company, Bartlesville, Oklahoma, Inc.
7. No building shall be erected on any lot nearer to the Front lot line, or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than Twenty-Five (25) Feet to the front lot line or nearer than Fifteen (15) Feet to any side street line. No building shall be located nearer than Ten (10) Feet to an interior lot line, nor nearer than Twelve (12) Feet to the rear lot line. For the purposes of this covenant, eaves, steps, porches, walks and driveways shall not be considered to be a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
8. 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.
9. 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 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.

(a) Overhead pole lines for the supply of electric service may be located along the north, east and south boundaries of Block 42, Lots, 1, 2, 8, 9, 10, 13, 14, 15, 16 and 17 of Block 42 may be served by underground service from overhead facilities. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached 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 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 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 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.

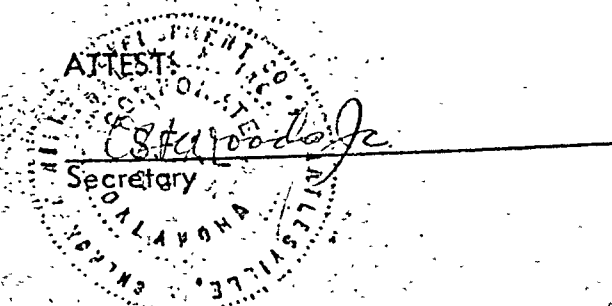
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision which is designated or utilized to house poultry, 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.
11. 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.
12. No billboards or advertising signs or structure 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.
13. No garage or other buildings erected with 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.
14. 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.
15. 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 (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 unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to a change in said covenants in whole or in a 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 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.

CHEROKEE HILLS DEVELOPMENT COMPANY,
BARTLESVILLE, OKLAHOMA, INC.

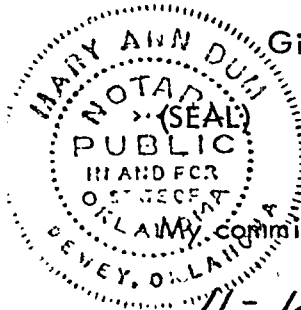
BY: Gerald Z. Coart President



STATE OF OKLAHOMA,)
) ss.
WASHINGTON COUNTY.)

On this 26th day of September, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald S. Coast, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President 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 Corporation, for the uses and purposes therein set forth.

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



Mary Ann Dum
Notary Public

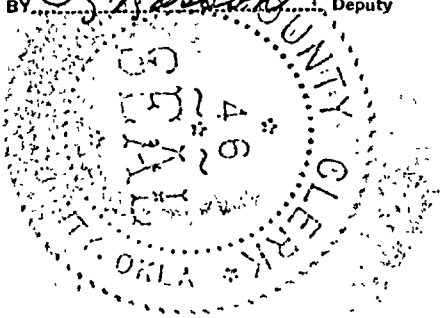
commission expires:

11-12-67

STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record

SEP 27 1966

at 10:50 o'clock A.M
PAUL STUMPF, County Clerk
BY [Signature] Deputy



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