

OWNER'S CERTIFICATE AND RESTRICTIONS

FOR

BARTLETT ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That KEENER OIL COMPANY, a partnership, Tulsa, Oklahoma, hereby certifies that it is the owner of the following described real estate situated in Washington County, State of Oklahoma, to-wit:

A subdivision of the NW/4 of the SW/4 of the NE/4 of Section 9, T-26-N, R-13-E, Washington County, State of Oklahoma, described by metes and bounds as: BEGINNING at the Northwest corner of the NW/4 of the SW/4 of the NE/4 of Section 9, T-26-N, R-13-E; thence S 0°08'00" W along the West line of said NW/4 SW/4 NE/4 a distance of 660.03 ft. to the southwest corner thereof; thence S 89° 59' 22" E along the south line of the NW/4 SW/4 NE/4 a distance of 660.24 ft. to the southeast corner thereof; thence N 0° 02' 00" E along the east line of the NW/4 SW/4 NE/4 a distance of 659.12 ft. to the Northeast corner thereof; thence N 89° 54' 37" W along the north line of the NW/4 SW/4 NE/4 a distance of 659.09 ft. to the POINT OF BEGINNING, and containing 9.988 acres, more or less,

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 undersigned owner does hereby impose the following restrictions and reservations on all of the said BARTLETT 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 BARTLETT 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 duplex 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.
3. No residence shall be constructed upon any of the lots which shall contain less than 1,400 square feet of usable 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, stone veneer, or wood siding. Concrete blocks are 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 Lot which 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 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.
7. No bill board or advertising signs shall be erected or maintained upon any lot in the subdivision except only a "For Rent" or "For Sale" sign, of which one sign not exceeding 24" by 36" may be placed upon any lot or structure located thereon.

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8. 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 for 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.

9. 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 Lots 1 through 8 of Block 1 and Lots 1, 5, 6 and 7 in Block 2. 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 easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.

(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 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 the right of access to all such 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 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, 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 the underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound thereby.

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.

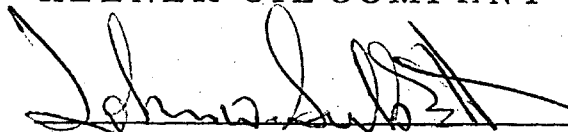
11. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line shown on the plat.

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-five years from the date these 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 a change in said covenants in whole or in part.

If the parties hereto, or their successors in title to the subdivisions of said land shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the parties or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other of the provisions, which shall remain in full force and effect.

WITNESS my hand and seal this 1st day of June, 1979.

KEENER OIL COMPANY

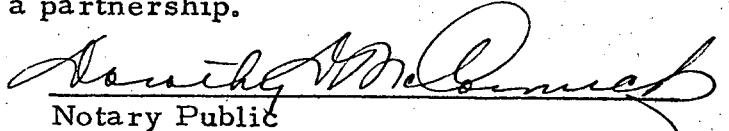


Managing Partner

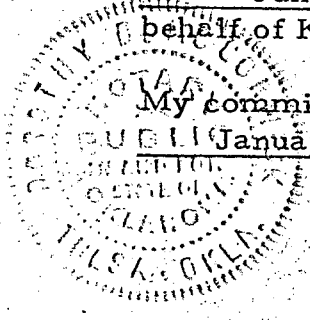
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 1st day of June, 1979, by JOHN W. SUBLETT, Managing Partner, on behalf of KEENER OIL COMPANY, a partnership.

My commission expires:
January 4, 1980



Notary Public



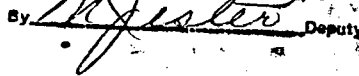
STATE OF OKLAHOMA)
Washington County) SS

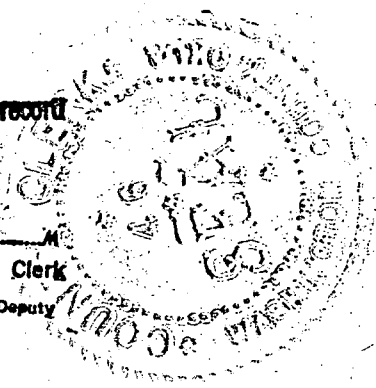
This instrument was filed for record

JUN 26 1979

at 12⁰⁵ o'clock P

BEN J. ELLSWORTH, County Clerk

By  Deputy



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