

KNOW ALL MEN BY THESE PRESENTS:

THAT J. L. DIAMOND is the owner of the following described property:

PROPERTY DESCRIPTION:

A tract of land in the Northwest Quarter (NW/4) of Section 15, Township 26 North, Range 13 East of the Indian Base and Meridian; in Washington County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows, to-wit:

BEGINNING at the West Quarter Section Corner of said Section 15; thence North 0°01'15" East along the West line of said Section 15 a distance of 890.83 feet to a point; thence North 89°59'31" East a distance of 1,516.12 feet to a point; thence North 0°01'15" East a distance of 452.62 feet to a point; thence South 89°59'31" West a distance of 231.16' feet to a point; thence North 0°01'22" East a distance of 465.00 feet to a point; thence North 89°59'31" East a distance of 35.30 feet to a point; thence North 0°01'22" East a distance of 173.20 feet to a point; thence North 89°58'29" East a distance of 544.70 feet to a point; thence South 0°01'22" West a distance of 1,982.95 feet to a point on the East-West Quarter Section line; thence North 89°58'23" West a distance of 1,864.93 feet to the POINT OF BEGINNING, containing 50.147 acres more or less,

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which he hereby adopts as the plat of the above described land as "EAST PARK", an addition to the City of Bartlesville, Washington County, State of Oklahoma,

AND, the undersigned OWNER hereby dedicates for the public use the streets and easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to said easements for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other area,

AND, the undersigned OWNER hereby makes the following dedications:

Dedication of land for Detention Purposes: "RESERVE A" is hereby dedicated for a stormwater detention facility; to the CITY OF BARTLESVILLE;  
Dedication of land for Drainage Easement and Pedestrian Access to "RESERVE A": Restricted Drainage Easement and Pedestrian Easement shown across Lots 7 and 8, Block 7, Lots 5, 6, 14 and 15, Block 3 and Lots 14 and 15, Block 1 are reserved for overland drainage flow and public access to "RESERVE A" and no fence, wall, planting, aboveground structure or any other improvement may be placed on said easements, nor may any alteration of grade, filling, or other action be taken that would in any way restrict the flow of surface water or pedestrian traffic through said easements; this covenant shall run to the benefit of and be enforceable by the City of Bartlesville.

Dedication of Pedestrian Easement across Lot 30, Block 5 is made for pedestrian access to the property South of East Park and no fence, wall, planting, aboveground structure or any other improvement may be placed on said easement, or other action be taken that would in any way restrict pedestrian traffic across said lot.

AND, the undersigned OWNER, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned OWNER, his successors and assigns, and the adjacent OWNERS abutting the tract, their successors and assigns, hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

PROTECTIVE COVENANTS AND RESTRICTIONS

U  
N  
D  
E  
R  
S  
T  
A  
N  
D

- All lots in the addition shall be known and described as residential lots and shall be used for residential purposes only.
- No single story dwelling shall be erected on any lot with a living area less than 1,000 square feet.
- The utility easements along the back lot lines shall be kept clear of buildings or other improvements in order to allow free access by utility companies.
- All supply of electric service shall be located in the easement-ways reserved for general utility services, shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement-ways.
  - Should electric service be supplied underground, the service cables to all houses which may be located on all lots in said addition may 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 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 (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house.
  - The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Certificate of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

CERTIFICATE OF THE METROPOLITAN AREA PLANNING COMMISSION  
The Owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The City of Bartlesville, Oklahoma, is hereby authorized to enforce the provisions of this covenant as an ordinance and approved by the Bartlesville Metropolitan Area Planning Commission on this 14th day of May, 1981.

- The foregoing covenants shall be enforceable by the supplier of electric service, and the Owner of each lot agree to be bound hereby.

The undersigned OWNER hereby relinquishes any and all rights of ingress and egress on the above described property within the bounds designated as "Limits of No Access" (LNA). This provision can be released, changed or altered by the Bartlesville Planning Commission or its successors, with the concurring approval of the City Engineer of the City of Bartlesville, Oklahoma.

*Joseph T. Elliott*  
Secretary  
J. L. DIAMOND

STATE OF OKLAHOMA )  
                          ) SS.

CERTIFICATE OF CITY COMMISSION

Before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, on this 14th day of June, 1981, personally appeared this RICHARD W. KEITH, Mayor, the identical person who executed the foregoing instrument and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: June 8, 1983

*Richard W. Keith*  
Mayor  
*George K. Jones*  
City Clerk

CERTIFICATE OF SURVEY

I, RICHARD W. KEITH, a Registered Land Surveyor and a Registered Professional Engineer of Skistook, Oklahoma, hereby certify that I have, at the instance of the Owner designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 14th day of May, 1981.

BY *Richard W. Keith*  
RICHARD W. KEITH, Registered Land Surveyor

I, *Marvin H. Dillman*, Treasurer of Washington County, Oklahoma, do hereby certify that all State of Oklahoma taxes on the land described in the annexed plat EAST PARK in full for 1981 and all previous years.

In witness whereof, said County Treasurer has caused this instrument to be executed at Bartlesville, Oklahoma, on the 14th day of May, 1981, and said County and State, on this 14th day of May, 1981, personally appeared RICHARD W. KEITH, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: August 28, 1982


*Marvin H. Dillman*  
Treasurer, Washington County  
*Paul C. Marshall*  
NOTARY PUBLIC

**ADDITIONAL PROTECTIVE COVENANTS AND RESTRICTIONS  
OF EAST PARK ADDITION**

---

Overhead pole lines for the supply of electric service may be located along Lots 1 thru 18, Block 1; Lots 1 and 15, Block 2; Lots 1 and 18, Block 4; Lots 1 thru 5, 14 and 15, 24 thru 30, Block 5; Lots 1 and 18, Block 6; Lots 1 thru 9, Block 7 and Lots 1 thru 19, Block 9, East Park Addition to Bartlesville, Washington County, Oklahoma. Street light poles or standards may be served by underground or overhead supply lines.

DATED this 30th day of June, 1981.

  
\_\_\_\_\_  
J. L. Diamond

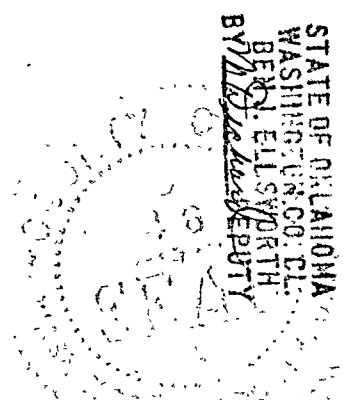
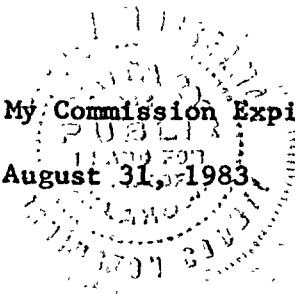
STATE OF OKLAHOMA     )  
                                  ) ss.  
COUNTY OF WASHINGTON )

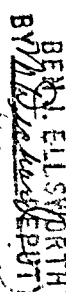
Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of June, 1981 personally appeared J. L. DIAMOND, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
August 31, 1983



STATE OF OKLAHOMA  
WASHINGTON CO. DIST.  
BERNICE ELLSVORTH  
BY  DEPUTY

JUN 30 4 39 PM '81

BOOK 762 PAGE 148  
FILED

85777

AMENDED AND SUPPLEMENTAL COVENANTS  
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS TERREL TAYLOR COMPANY, a corporation (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 Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Six (6); and

All of Block Seven (7); and

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22) and Twenty-Three (23) in Block Eight (8); and

All of Block Nine (9);

All in East Park Addition to the City of Bartlesville, Oklahoma.

WHEREAS, pursuant to the Plat of East Park Addition (hereafter the "Addition") recorded on June 30, 1981 in Plat Envelope No. 459 in the Office of the County Clerk of Washington County, Oklahoma, certain Protective Covenants and Restrictions were imposed upon all of the property in the Addition and subsequently, by an instrument recorded in the Office of the County Clerk of Washington County, Oklahoma on June 30, 1981 in Book 762 at Page 148, Additional Protective Covenants and Restrictions were imposed on the property in the Addition; and

WHEREAS, Owner is desirous of amending paragraph 2 of the original Protective Covenants and Restrictions set forth on the Plat of the Addition solely as same relates to the Lots and is also desirous of imposing additional and supplemental restrictions on the Lots for the purpose of providing an orderly development of the Lots and for the purpose of providing additional restrictive covenants for the benefit of all successors in title to the Lots.

NOW, THEREFORE, Owner does hereby in part amend and in part supplement the existing Protective Covenants and Restrictions imposed upon the Lots, to which it shall be incumbent upon the successors in title to the Lots to adhere, as follows:

Amended Protective Covenant and Restriction

Owner does hereby amend paragraph 2 of the Protective Covenants and Restrictions set forth on the Dedication of the Addition found at Plat Envelope No. 459 solely as same relates to the Lots, such amended restriction to read as follows:

- "2. No residence shall be constructed on any of the Lots containing less than 2,000 square feet of usage space, exclusive of breezeways, porches, attached garages,

44473

BK 0859 PG 1384

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 a 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.
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

BK 0859 Pg 1385

owners of the Lots agreeing to such modification, amendment and/or waiver.

Enforcement shall be by proceedings at law or in equity to restrain violations and/or recover damages.

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

Dated this 4th day of October, 1990.

TERREL TAYLOR COMPANY

By [Signature]  
President

ATTEST:  
(seal)

[Signature]  
Secretary

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of October, 1990, personally appeared Terrel Taylor, to me known to be the identical person who subscribed the name of Terrel Taylor Company to the 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 such corporation, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My commission expires:  
August 14, 1993

OCT 5 10 47 AM '90

FILED

BK 0859 PG 1386

STATE OF OKLAHOMA  
WASHINGTON CO. CL.  
F. E. A. MORELAND  
BY [Signature] DEPUTY