

**OWNER'S CERTIFICATE AND RESTRICTIONS OF
CIRCLE MOUNTAIN ESTATES 3RD ADDITION
TO BARTLESVILLE, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

That Circle Mountain Estates, Inc., Bartlesville, Oklahoma, a corporation, does hereby certify that it is the owner of the following real estate located in Washington County, Oklahoma, to-wit:

A tract of Land in the S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 26 North, Range 12 East, Washington County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26: thence South 136.06 feet to the Point of Beginning: Thence S24°23'00" E 330.09 Feet; Thence S63°20'44" W 251.43 Feet; thence N26°39'16" W 70.00 feet; Thence S63°20'44" W. 130.00 feet; thence N26°39'16" W 466.88 feet; Thence East 59.92 feet; thence N63°20'44" E 76.45 Feet; thence S26°39'16" E 70.00 feet; Thence N63°20'44" E. 268.88 feet; Thence S24°23'00" E 110.26 feet to the Point of Beginning. Said Tract contains 4.3 acres more or less.

For the purpose of providing an orderly development of all the lots 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 owner does hereby impose the following restrictions and reservations on all Lots 121 through 128 inclusive, to which it shall be indumgent 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 Circle Mountain Estates 3rd 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 10,850 square feet and shall not be less than 75 feet in width along the front building line.

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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, tennis courts, and garden shelter. No house, garage, or other building shall be moved into this subdivision.
4. No residence shall be constructed upon any of the lots that shall contain less than 1800 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)
5. Prior to January 1, 1999, no building shall be erected, placed, or altered on any building plot in this addition until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by Circle Mountain Estates, 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, 1999, each residence constructed in this Addition shall be built by a builder who shall be approved in writing by Circle Mountain Estates, Inc., Bartlesville, Oklahoma.
7. 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.
8. Any plot that abuts more than one street shall be deemed to front on either street abutted, 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 area indicated on the plat as "easement", sewer and other pipe line conduits, poles and wires and any other method of construction or performing and 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.

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10. 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. 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 or supply at secondary voltages, may also be located in said easement-ways.
- b. Underground service cables to all houses which may be located upon 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 extended 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 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. 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.

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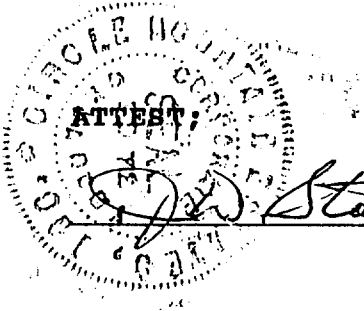
- e. The foregoing covenants concerning the underground electric facilities shall be enforceable by the supplies of electric service, and the owner of each lot agrees to be bound hereby.
11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may 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, or rabbits, nor shall any such poultry, cows, horses, pigs, rabbits, or other livestock be kept or maintained upon the premises.
 12. 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.
 13. 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.
 14. No garage or other building erected within 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.
 15. 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.
 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 (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 the majority of the then owners of the lots have been recorded, agreeing to a change in 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.

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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.



CIRCLE MOUNTAIN ESTATES, INC.

BY: Gerald Coak
President

STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

Before me the undersigned, a Notary public in and for said county and state on this 22nd day of November, 1993, personally appeared Gerald Coak, President

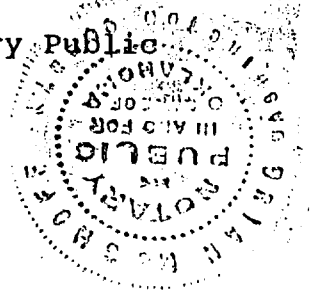
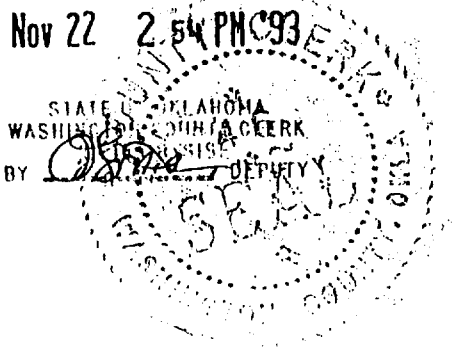
known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: June 9, 1994

Bryan W. Shopp

FILED

Notary Public



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