OWNER'S CERTIFICATE AND RESTRICTIONS OF
CIRCLE MOUNTAIN ESTATES 4TH ADDITION
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Circle Mountain Estates, Inc., an Oklahoma 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 E/2 of Section 26, Township 26 North, Range 12 East, City of Bartlesville, Washington County, Oklahoma

which real estate has been surveyed and platted in lots and blocks under the name of "Circle Mountain Estates 4th 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. 631.

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 Circle Mountain Estates 4th 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 the 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 lot other than one (1) single family residence and building appurtenant thereto, such as a garage, servant's quarters, children's playhouse, swimming pool and bath house, and garden shelter. No house, garage or any other building shall be moved into the addition.

Provided as a courtesy by Southern Abstract Company

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3. No residence shall be constructed containing less than 2,400 square feet of usage space, exclusive of breeze-ways, porches, attached garages, walks, driveways, swimming pools and bath houses, except Lots One (1) through Eleven (11), Block Two (2), which will have a minimum of 3,000 square feet of usage space. Each residence shall be constructed in main of brick, brick veneer, stone, stone veneer or wood siding (Concrete block not acceptable).

4. In order to assure that structures constructed within the Addition 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 Circle Mountain Estates, Inc. which approval shall be indicated by a certificate signed and acknowledged by an Officer of said Company.

5. 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.

6. 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 side abutting street.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this sub-division which is designated or utilized to house poultry, cows, horses, rabbits, or other livestock, nor shall any such poultry, cows, horses, pigs, rabbits or other livestock be kept or maintained upon the premises.

8. 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.

9. No billboards or advertising signs or structures shall be erected or maintained upon any lot in the addition, except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" X 36" in size.

10. Roof materials shall concrete tile, slate, or heavy composition. Composition roof materials shall be asphalt or fiberglass material with a weight of #300 or more per square, and shall be simulated shake in appearance. (standard composition shingles not acceptable).

BK 1006 PG 309

11. No fence, whether ornamental or otherwise, shall be erected on any lot nearer to the front property line than the front building lines. Fence location to be approved by Developer.

12. The owner 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 utility pipelines, conduits, poles, wires and other similar instrumentalities capable of performing public or quasi-public utility functions, both above or beneath the surface of the ground, with the right of access at any time to the same for purpose of installation, repair, maintenance and removal.

13. Areas designated on the plat of the 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 the Addition and from properties outside the Addition. Drainage facilities constructed in said Restrictive Drainage Easement 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. The Restrictive Drainage Easement shall be maintained by the lot owner upon which said easements are located at his cost in accordance with standards prescribed by the City of Bartlesville. In the event a lot owner shall fail to adequately and properly maintain said easement, the City of Bartlesville, may enter upon said easement and 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 maintenance within thirty (30) days after completion of same, said cost shall be a lien against the defaulting owner's lot(s) which may be foreclosed by the City of Bartlesville.

No fence, wall, plating, building or other obstruction shall be placed or maintained in said Restrictive Drainage Easement without approval of the City Engineer of the City of Bartlesville, and there shall be no alterations of the grades or contours in said easements without the approval of said City Engineer.

Said easements or any part thereof may be terminated, released and canceled upon resolution duly adopted by the Bartlesville Board of Commissioners.

14. 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

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underground, in the easement-way reserved for general utility services and street, 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) 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, effect 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 of transformer to the service entrance on said house.

(c) The supplier of electric service, through its proper agents and employees shall at all time have 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 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 grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for any 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.

15. The initial purchaser of each lot contained in the Addition shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the city of Bartlesville, Oklahoma.

16. These covenants and restrictions shall run with the land, and shall be binding upon all persons owning lots in the Addition 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 each. The restrictions contained herein (with the exception of paragraphs 12, 13, and 14) may be modified, amended and/or waived by an instrument which is signed by a majority of the then owners of the lots agreeing to to such modification, amendment and/or waiver.

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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.

CIRCLE MOUNTAIN ESTATES, INC.
An Oklahoma Corporation

Gerald L. Coast, President

State of Oklahoma)
)ss.
Washington County)

On this 16th day of May, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald L. Coast, President, of Circle Mountain Estates, Inc., an Oklahoma Corporation, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

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

Notary Public

My Commission expires:

August 12, 2011

SHARON HINKLE 99013434 NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WASHINGTON COUNTY

Doc # 2008004595
Bk 1067
Pg 3068-3072
DATE 05/20/08 15:17:17
Filing Fee $21.00
Documentary Tax $0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

COUNTY CLERK ★46★ SEAL ★★★ WASHINGTON COUNTY OKLA

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Circle Mountain Estates 4th Addition

AN ADDITION TO THE CITY OF BARTLESVILLE

BEING A SUBDIVISION OF THE E/2 OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 12 EAST, WASHINGTON COUNTY, OKLAHOMA

Circle Mountain Estates 4th Addition
OWNER'S CERTIFICATE AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT CIRCLE MOUNTAIN ESTATES, INC. DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN WASHINGTON COUNTY, OKLAHOMA, TO WIT:

BLOCK 1, BLOCK 3, AND BLOCK 2 LESS LOT 1 AND LOT 2
A TRACT OF LAND IN THE EAST HALF OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 12 EAST, OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 128 CIRCLE MOUNTAIN ESTATES 3RD ADDITION; THENCE ALONG THE SOUTHERLY BOUNDARY OF CIRCLE MOUNTAIN ESTATES 3RD ADDITION THE FOLLOWING COURSES; THENCE N 62°14'21" E A DISTANCE OF 130.00'; THENCE S 27°45'39" E A DISTANCE OF 70.00'; THENCE N 62°14'21" E A DISTANCE OF 60.00' TO THE SOUTHWESTERLY CORNER OF LOT 124 CIRCLE MOUNTAIN ESTATES 3RD ADDITION; THENCE LEAVING SAID SOUTHERLY BOUNDARY S 27°45'39" E A DISTANCE OF 550.00'; THENCE N 62°14'21" E A DISTANCE OF 361.43'; THENCE N 88°41'25" E A DISTANCE OF 118.79' TO A POINT ON THE EAST LINE OF THE SW/4 OF SECTION 26, SAID POINT BEING A DISTANCE OF 225.65' FROM THE E/4 CORNER OF SECTION 26; THENCE ALONG THE EAST LINE OF THE SW/4 S 01°18'35" E A DISTANCE OF 1270.74' TO A POINT ON THE EAST LINE OF THE SW/4, SAID POINT BEING A DISTANCE OF 1142.06' FROM THE SE/4 CORNER OF SECTION 26; THENCE S 88°55'03" W A DISTANCE OF 462.55'; THENCE N 07°18'52" W A DISTANCE OF 835.73'; THENCE N 17°32'16" W A DISTANCE OF 166.83'; THENCE N 27°45'41" W A DISTANCE OF 655.69' TO THE POINT OF BEGINNING;

SAID TRACT HAVING AN AREA OF 735,751 SQUARE FEET OR 16.8905 ACRES

LOT 1 BLOCK 2 (TRACT D)
A TRACT OF LAND IN THE EAST HALF OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 12 EAST, OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 124 CIRCLE MOUNTAIN ESTATES 3RD ADDITION; THENCE N 62°14'21" E ALONG THE SOUTHERLY BOUNDARY OF LOT 124 A DISTANCE OF 361.43'; THENCE S 27°45'39" E A DISTANCE OF 220.00'; THENCE S 62°14'21" W A DISTANCE OF 361.43'; THENCE N 27°45'39" W A DISTANCE OF 220.00' TO THE POINT OF BEGINNING,

SAID TRACT HAVING AN AREA OF 79,515 SQUARE FEET OR 1.8254 ACRES

LOT 2 BLOCK 2 (TRACT B–1)
A TRACT OF LAND IN THE EAST HALF OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 12 EAST, OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S 27°45'39" E A DISTANCE OF 220.00' FROM THE SOUTHWESTERLY CORNER OF LOT 124 CIRCLE MOUNTAIN ESTATES 3RD ADDITION; THENCE N 62°14'21" E ALONG A LINE PARALLEL WITH THE SOUTHERLY BOUNDARY OF LOT 124 A DISTANCE OF 361.43'; THENCE S 27°45'39" E A DISTANCE OF 330.00'; THENCE S 62°14'21" W A DISTANCE OF 361.43'; THENCE N 27°45'39" W A DISTANCE OF 330.00' TO THE POINT OF BEGINNING,

SAID TRACT HAVING AN AREA OF 119,272 SQUARE FEET OR 2.7381 ACRES

WHICH REAL ESTATE HAS BEEN SURVEYED AND PLATTED IN LOTS AND BLOCKS UNDER THE NAME OF "CIRCLE MOUNTAIN ESTATES 4TH ADDITION" AS REFLECTED BY THE CERTAIN DEED OF DEDICATION AND PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA IN PLAT ENVELOPE NO. 681.

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 RESERVATION ON ALL OF THE SAID CIRCLE MOUNTAIN ESTATES 4TH 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 THE 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 LOT OTHER THAN ONE (1) SINGLE FAMILY RESIDENCE AND BUILDING APPURTENANT THERETO, SUCH AS A GARAGE, SERVANT'S QUARTERS, CHILDREN'S PLAYHOUSE, SWIMMING POOL AND BATH HOUSE, AND GARDEN SHELTER. NO HOUSE, GARAGE OR ANY OTHER BUILDING SHALL BE MOVED INTO THE ADDITION.

3.NO RESIDENCE SHALL BE CONSTRUCTED CONTAINING LESS THAN 2,400 SQUARE FEET OF USAGE SPACE, EXCLUSIVE OF BREEZE–WAYS, 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.IN ORDER TO ASSURE THAT STRUCTURES CONSTRUCTED WITHIN THE ADDITION 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, A PLOT PLAN SHOWING THE LOCATION OF THE BUILDINGS HAVE BEEN APPROVED IN WRITING BY COAST DEVELOPMENT GROUP WHICH APPROVAL SHALL BE INDICATED BY A CERTIFICATE SIGNED AND ACKNOWLEDGED BY AN OFFICER OF SAID COMPANY.

5.NO BUILDING SHALL BE ERECTED ON ANY LOT NEARER TO THE FRONT LOT LINE, SAID 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.

6.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 SIDE ABUTTING STREET.

7.NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH 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 LIVESTOCK, NOR SHALL ANY SUCH POULTRY, COWS HORSES, PIGS, RABBITS OR OTHER LIVESTOCK BE KEPT OR MAINTAINED UPON THE PREMISES.

8.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.

9.NO BILLBOARDS OR ADVERTISING SIGNS OR STRUCTURES SHALL BE ERECTED OR MAINTAINED UPON ANY LOT IN THE ADDITIONS, EXCEPT ONLY FOR A "FOR RENT" OR "FOR SALE" SIGN, OF WHICH ONE SIGN NOT EXCEEDING 24"x36" IN SIZE.

10. ROOF MATERIALS SHALL BE WOOD, SLATE, TILE OR HEAVY COMPOSITION. COMPOSITION ROOF MATERIALS SHALL BE ASPHALT OR FIBERGLASS MATERIAL WITH A WEIGHT OF #300 OR MORE PER SQUARE, AND SHALL BE SIMULATED SHAKE IN APPEARANCE. STANDARD COMPOSITION SHINGLES ARE NOT ACCEPTABLE.

11. NO FENCE, WHETHER ORNAMENTAL OR OTHERWISE, SHALL BE ERECTED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE FRONT BUILDING LINES.

12. THE OWNER 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 EASEMENTS, SEWER AND OTHER UTILITY PIPELINES, CONDUITS, POLES, WIRES, AND OTHER SIMILAR INSTRUMENTALITIES CAPABLE OF PERFORMING PUBLIC OR QUASI–PUBLIC UTILITY FUNCTION, BOTH ABOVE OR BENEATH THE SURFACE OF THE GROUND, WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR PURPOSE OF INSTALLATION, REPAIR, MAINTENANCE AND REMOVAL.

13. THE SUPPLIER OF ELECTRIC SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIME HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS 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.

14. 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 ANY ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

15. 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. THE INITIAL PURCHASER OF EACH LOT CONTAINED IN THE ADDITION SHALL BE RESPONSIBLE FOR AND SHALL BEAR THE COST AND EXPENSE OF SIDEWALKS AS MAY BE REQUIRED BY THE CITY OF BARTLESVILLE, OKLAHOMA.

17. THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PERSONS OWNING LOTS IN THE ADDITION 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 EACH. THE RESTRICTIONS CONTAINED HEREIN (WITH THE EXCEPTION OF PARAGRAPHS 12, 13, AND 14) MAY BE MODIFIED, AMENDED AND/OR WAIVED BY AN INSTRUMENT WHICH IS SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO SUCH MODIFICATION, AMENDMENT AND/OR WAIVER.

18. THE CITY OF BARTLESVILLE WILL ALLOW THE INSTALLATION OF AN INDIVIDUAL SANITARY SEWER LIFT STATION (LIFT STATION) PROVIDED IT MEETS THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF BARTLESVILLE AND THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

19. ALL CUSTOMERS WITHIN A DEVELOPMENT OR SUBDIVISION APPROVED FOR A PRESSURIZED SEWER SYSTEM WILL BE REQUIRED TO INSTALL A LIFT STATION AND CONNECT TO THE SYSTEM.

20. LIFT STATIONS SHALL BE REGARDED AS INTEGRAL COMPONENTS OF THE WASTEWATER SYSTEM AND NOT PART OF INDIVIDUAL HOME PLUMBING (REF. O.A.C. 252: 656–5–2–C–5) FOR PURPOSES OF MAINTENANCE. FORCE MAINS SHALL BE DESIGNATED TO HANDLE THE ENTIRE SANITARY SEWER NEEDS OF THE AREA IT SERVES.

21. A CUSTOMER WILL BE REQUIRED TO GIVE THE CITY A UTILITY EASEMENT FOR THE PRESSURIZED SERVICE LINE AND THE INDIVIDUAL LIFT STATION IF THEIR PROPERTY IS NOT INCLUDED IN A SUBDIVISION APPROVED FOR THIS TYPE OF PRESSURIZED SYSTEM. FAILURE TO PROVIDE AN EASEMENT OR ACCESS WILL BE GROUNDS TO DENY SERVICE.

22. THE CITY OF BARTLESVILLE'S AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID SANITARY SEWER PUMPING FACILITY OR ASSOCIATED APPURTENANCE.

23. THE INDIVIDUAL SANITARY SEWER LIFT STATION MUST BE LOCATED ON THE SIDE OF THE HOUSE WHERE THE DRIVEWAY AND GARAGE ARE LOCATED. THE LIFT STATION MUST BE ACCESSIBLE BY CITY MAINTENANCE VEHICLES. THE CUSTOMER MUST NOT OBSTRUCT ACCESS TO THE LIFT STATION BY BUILDING FENCES, PLANTING TREES, SHRUBS, OR BUILDING OTHER OBSTRUCTIONS NEAR OR ADJACENT TO THE LIFT STATION. THE AREA IMMEDIATELY ABOVE THE LIFT STATION MUST BE KEPT CLEAR OF OBSTRUCTIONS FOR PURPOSES OF LIFTING EQUIPMENT OUT OF THE STATION. IN THE EVENT A CUSTOMER BLOCKS ACCESS TO THE LIFT STATION THE CITY MAY REFUSE SERVICE UNTIL THE CUSTOMER REMOVES THE OBSTRUCTIONS PREVENTING ACCESS TO THE STATION.

24. THE CUSTOMER WILL BE REQUIRED TO PURCHASE THE LIFT STATION FROM A SUPPLIER OR MANUFACTURER APPROVED BY THE CITY. THE CITY WILL NOT ACCEPT EQUIPMENT THAT DOES NOT COMPLY WITH THE APPROVED STANDARD. THE CUSTOMER WILL OWN ALL THE EQUIPMENT ASSOCIATED WITH THE LIFT STATION.

25. THE CUSTOMER WILL BE RESPONSIBLE FOR INSTALLING THE LIFT STATION AND PRESSURIZED SERVICE LINE TO THE MAIN LINE LOCATED IN THE PUBLIC'S RIGHT OF WAY OR EASEMENT. THE CUSTOMER WILL RETAIN A LICENSED PLUMBER AND ELECTRICIAN TO INSTALL AND TEST THE LIFT STATION. THE CITY MUST INSPECT AND APPROVE ALL INSTALLATIONS PRIOR TO THE LIFT STATION BEING PLACED IN SERVICE.

26. THE CUSTOMER SHALL NOT TAMPER OR ALLOW ANY TAMPERING WITH THE FORCE MAIN OR THE LIFT STATION LOCATED ON HIS PROPERTY.

27. THE CUSTOMER SHALL NOT ALTER THE GRADE OR ALLOW ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID SEWER FACILITY.

28. THE CUSTOMER WILL OWN THE INDIVIDUAL LIFT STATION AND THE CITY OF BARTLESVILLE OR ITS AGENT WILL PROVIDE ROUTINE MAINTENANCE OF SAID LIFT STATION.

29. THE CITY WILL NOT MAINTAIN ANY HOUSE SOLD PLUMBING OR ANY PIPE LINES CONVEYING WASTEWATER INTO THE LIFT STATION.

30. THE CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING ITEMS:
–MAINTENANCE OF THE GRAVITY SEWER LATERAL BETWEEN THE HOME OR BUSINESS AND THE INDIVIDUAL LIFT STATION.
–OPERATING THE LIFT STATION ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. THE FOLLOWING MATERIALS ARE PROHIBITED FROM BEING DISCHARGED INTO THE LIFT STATION: GREASE, RAGS, SAND, SOLID OBJECTS, ROCKS, DIAPERS OR CLOTH LIKE FIBROUS MATERIALS.
–COST OF ALL REPLACEMENT PARTS OR MATERIALS REQUIRED TO RETURN THE PUMPING UNITS, ELECTRICAL SYSTEM OR PRESSUREIZED SERVICE LINE BACK INTO SERVICE.
–NOTIFYING THE CITY WHEN THE LIFT STATION TRIGGERS THE ON SITE ALARM SERVICE.
–PROVIDING ELECTRICAL SERVICE TO THE LIFT STATION AND PAYING THE MONTHLY ELECTRICAL CHARGE AS WELL AS THE UTILITY FEE ASSOCIATED WITH THE DISCHARGE OF SEWER TO THE CITY'S COLLECTION SYSTEM.
–THE CUSTOMER WILL BE REQUIRED TO WARRANTY THE LIFT STATION FOR A PERIOD OF ONE YEAR AFTER THE UNIT IS PLACED IN SERVICE AND INSPECTED BY THE CITY. THE CUSTOMER SHALL REQUIRE THE INSTALLATION CONTRACTOR AND MANUFACTURER TO PROVIDE THIS WARRANTY. THE WARRANTY WILL INCLUDE ALL PARTS AND LABOR ASSOCIATED WITH MAINTENANCE AND OPERATION OF THE LIFT STATION.

31. INDIVIDUAL LIFT STATIONS MUST MEET THE FOLLOWING MINIMUM CRITERIA OR SPECIFICATIONS:
–THE LIFT STATION SHALL BE OPERATED ON 208 OR 240 VOLTS SINGLE PHASE ELECTRICAL SERVICE.
–THE FORCE MAIN LEADING FROM THE LIFT STATION TO THE MAIN LINE SHALL BE A MINIMUM OF 1–1/4" INSIDE DIAMETER, SCHEDULE 40 P.V.C. AND BURIED WITH A MINIMUM COVER OF 30". THE LINE SHALL HAVE A NO. 12 SOLID COPPER INSULATED TRACER WIRE ATTACHED TO ALL FORCE MAINS.
–THE ELECTRICAL PANEL SHALL CONTAIN AN AUDIBLE ALARM, FLASHING LIGHT ALARM, AND LIGHTENING ARRESTOR AND BE MOUNTED 48" ABOVE GROUND.
–THE PUMP BASIN SHALL BE CONSTRUCTED OUT OF FIBERGLASS AND DESIGNED TO HOLD A MINIMUM OF 250 GALLONS.
–THE PUMP SHALL BE OF THE CONTINGENT TYPE, WITH INTEGRALLY BUILT–IN GRINDER UNIT AND SUBMERGED MOTOR. THE GRINDER UNIT MUST BE CAPABLE OF MACERATING MATERIAL IN NORMAL DOMESTIC OR COMMERCIAL SEWAGE.
–THE MOTOR SHALL BE SUBMERSIBLE TYPE, 2 HORSEPOWER AT 3,450 RPM. THE MOTOR SHALL HAVE A HEAT SENSOR THERMOSTAT AND OVERLOAD ATTACHED TO THE TOP END OF THE MOTOR WINDINGS TO STOP THE MOTOR IF THE MOTOR WINDING TEMPERATURE REACHES 200° F.
–THERE SHALL BE AN ELECTRICAL DISCONNECT SWITCH MOUNTED ON THE OUTSIDE OF THE BUILDING READILY ACCESSIBLE TO MAINTENANCE PERSONNEL.
–THE CITY ENGINEER SHALL APPROVE ALL MANUFACTURER'S OF EQUIPMENT AND MAINTAIN DETAILED SPECIFICATIONS CONCERNING THE INSTALLATION AND MATERIALS ON FILE.

15' ACCESS EASEMENT FOR PUBLIC SEWER SYSTEMS USING INDIVIDUAL SANITARY SEWER LIFT STATIONS
I, GERALD L. COAST, OWNER, DEVELOPER, SUCCESSOR, OR ASSIGNEE HEREBY ESTABLISH A DEFINITIVE, PERMANENT, AND EXCLUSIVE PUBLIC UTILITY EASEMENT FOR THE PURPOSE OF PROVIDING SANITARY SEWER SERVICE TO LOTS WITHIN THIS SUBDIVISION. THE UTILITY EASEMENT WILL EXTEND 7.5 FEET EITHER SIDE OF THE PRESSURIZED SERVICE LINE WHICH BEGINS AT THE INDIVIDUAL LIFT STATION AND ENDS AT THE SANITARY SEWER MAIN LOCATED IN A PUBLIC RIGHT OF WAY EASEMENT. THE ABOVE UTILITY EASEMENT WILL ALSO INCLUDE THE ACTUAL LOCATION OF THE INDIVIDUAL LIFT STATION AND ASSOCIATED ELECTRICAL CONTROL PANEL.

A CUSTOMER WILL BE REQUIRED TO GIVE THE CITY A UTILITY EASEMENT FOR THE PRESSURIZED SERVICE LINE AND THE INDIVIDUAL LIFT STATION IF THEIR PROPERTY IS NOT INCLUDED IN A SUBDIVISION APPROVED FOR THIS TYPE OF PRESSURIZED SYSTEM. FAILURE TO PROVIDE AN EASEMENT OR ACCESS WILL BE GROUNDS TO DENY SERVICE.

THE CITY OF BARTLESVILLE'S AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID SANITARY SEWER PUMPING FACILITY OR ASSOCIATED APPURTENANCE.

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 WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

DEDICATION OF PUBLIC RIGHTS–OF–WAY:
DEDICATION:
KNOW ALL MEN BY THESE PRESENTS:
THAT GERALD COAST, OWNER OF THE HEREIN DESCRIBED REAL ESTATE AS A PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 12 EAST, WASHINGTON COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND EASEMENTS ON SAID PLAT, WHICH PLAT IS HEREBY ADOPTED AS THE OFFICIAL PLAT OF THE ABOVE–DESCRIBED LAND UNDER THE NAME OF CIRCLE MOUNTAIN ESTATES 4TH ADDITION, AND ALL STREETS, RIGHTS–OF–WAY, AND PUBLIC LANDS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL RIGHTS, EASEMENTS AND ENCUMBRANCES.
THE RESTRICTIVE COVENANTS AND LIMITATIONS FOR THE DEVELOPMENT OF THIS LAND ARE SET OUT ON THIS SHEET DATED THIS 5th DAY OF October, 2007.

IN WITNESS WHEREOF: GERALD L. COAST, PRESIDENT OF CIRCLE MOUNTAIN ESTATES, INC. HAS EXECUTED THIS INSTRUMENT THIS 5th DAY OF October 2007.

BY: _____
GERALD L. COAST, PRESIDENT CIRCLE MOUNTAIN ESTATES, INC.

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 5th DAY OF October, 2007 PERSONALLY APPEARED GERALD L. COAST, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT OR 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.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, THE DAY AND YEAR LAST WRITTEN ABOVE.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 13, 2011

SHARON HINKLE NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WASHINGTON COUNTY #06013434

CERTIFICATE OF THE COUNTY TREASURER
I, Melina Thornbrugh, TREASURER OF WASHINGTON COUNTY, OKLAHOMA DO HEREBY CERTIFY THAT ALL TAXES ARE PAID FOR ON THE LAND DESCRIBED ON THE PLAT OF CIRCLE MOUNTAIN ESTATES 4TH ADDITION, IN FULL FOR THE YEAR 2007 AND ALL PREVIOUS YEARS.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, ON THE 20th DAY OF May, 2008

_____
TREASURER OF WASHINGTON COUNTY

IN WITNESS WHEREOF: LEWIS DEAN LOWE; LOT 1, BLOCK 2 (Tract D) HAS EXECUTED THIS INSTRUMENT THIS 15th DAY OF October 2007.

BY: Lewis Dean Lowe
LEWIS DEAN LOWE; L1, B2 (Tract D)

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 15th DAY OF October, 2007 PERSONALLY APPEARED LEWIS DEAN LOWE, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT OR 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.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, THE DAY AND YEAR LAST WRITTEN ABOVE.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 13, 2011

SHARON HINKLE NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WASHINGTON COUNTY #06013434

IN WITNESS WHEREOF: JIMMIE WINGARD AND SARA JANE WINGARD LOT 2, BLOCK 2 (Tract B–1) HAS EXECUTED THIS INSTRUMENT THIS 17th DAY OF October, 2007.

BY: _____ BY: Sara Jane Wingard
JIMMIE WINGARD; L2, B2 (Tract B–1) SARA JANE WINGARD; L2, B2 (Tract B–1)

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF October, 2007 PERSONALLY APPEARED JIMMIE WINGARD AND SARA JANE WINGARD, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT OR 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.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, THE DAY AND YEAR LAST WRITTEN ABOVE.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 13, 2011

SHARON HINKLE NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WASHINGTON COUNTY #06013434

METROPOLITAN AREA PLANNING COMMISSION CERTIFICATION:

CERTIFICATE OF THE METROPOLITAN AREA PLANNING COMMISSION:
THE PLAT OF CIRCLE MOUNTAIN ESTATES 4TH ADDITION IN BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA HAS BEEN FOUND TO COMPLY WITH THE CITY OF BARTLESVILLE/WASHINGTON COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF VARIANCES AS SET OUT ON SHEET 1 AND THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE BARTLESVILLE METROPOLITAN AREA PLANNING COMMISSION ON THE 1st DAY OF MAY, 2008, AND IS ELIGIBLE FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

_____ CHAIRMAN _____ SECRETARY

MAPC Oklahoma

CITY COUNCIL CERTIFICATION (FOR PLATS WITHIN THE MUNICIPAL JURISDICTION);

CERTIFICATE OF CITY COUNCIL:

THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, DOES HEREBY APPROVE THE PLAT OF CIRCLE MOUNTAIN ESTATES 4TH ADDITION AND ACCEPT ALL PUBLIC EASEMENTS, WAYS AND LAND CONTAINED THEREON THIS 10TH DAY OF SEPTEMBER, 2007.

_____ MAYOR ATTEST: _____ CITY CLERK

CITY OF BARTLESVILLE OFFICIAL SEAL OKLAHOMA

CERTIFICATE OF SURVEY
I, RUSSELL M. MUZIKA, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISIONS AND THE REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA, GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME; AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 20 DAY OF SEPTEMBER, 2007.

_____
RUSSELL M. MUZIKA
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1603

RUSSELL M. MUZIKA L.S. 1603 REGISTERED PROFESSIONAL LAND SURVEYOR OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 20 DAY OF SEPT., 2007, PERSONALLY APPEARED RUSSELL M. MUZIKA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY 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.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

_____
MATT INGLE, NOTARY PUBLIC
#06011738, EXPIRES 12/11/2010

MATT INGLE NOTARY PUBLIC # 06011738 EXP. 12/11/2010 IN AND FOR STATE OF OKLAHOMA