

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
WOODLAND PARK 17TH 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 NW/4, NE/4, SE/4, and SW/4 of the SW/4 of Section 17, Township 26 North, Range 13 East, more particularly described as follows:

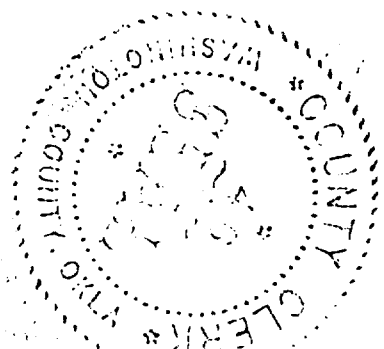
STARTING at a point 835.30 feet West of the SE corner of the NE/4 of the SW/4 of Section 17, Township North, Range 13 East, thence South 41°47'00" West 60 feet to the point of beginning:

thence South 41°47'00" West a distance of 594.36 feet;
thence North 48°13'00" West a distance of 120.59 feet;
thence South 41°47'00" West a distance of 50.00 feet;
thence North 48°13'00" West a distance of 8.83 feet;
thence South 41°47'00" West a distance of 13.83 feet;
thence North 48°13'00" West a distance of 60.00 feet;
thence North 41°47'00" East a distance of 10.01 feet;
thence North 45°55'08" West a distance of 123.13 feet;
thence North 44°04'52" East a distance of 200.33 feet;
thence North 48°13'00" West a distance of 260.85 feet;
thence North 06°58'00" West a distance of 336.32 feet;
thence North 00°02'00" East a distance of 325.00 feet;
thence South 89°58'00" East a distance of 688.00 feet;
thence South 00°02'00" West a distance of 175.00 feet;
thence North 89°58'00" West a distance of 25.00 feet;
thence South 00°02'00" West a distance of 200.00 feet;
thence South 12°45'46" East a distance of 134.31 feet;
thence Southeast along a curve to the left with a radius of 186.00' a distance of 56.90';
thence South 48°13'00" East a distance of 60.00 feet;
thence South 41°47'00" West a distance of 48.92 feet;
thence South 48°13'00" East a distance of 129.42 feet;

to the point of beginning, containing 14.59 acres, more or less;

and embraced in Woodland Park 17th Addition, now platted in blocks, lots, streets, and easements, recorded in Plat Envelope _____, 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 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 17th 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



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

AUG 20 1968

250
PAUL STUMPF, County Clerk
BY _____ Deputy

46741

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or in any manner whatsoever, of any lot or lots included in Woodland Park 17th 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 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.
4. No residence shall be constructed upon any of the lots that 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 not acceptable).
5. Prior to January 1, 1988, 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 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, 1988, each residence constructed in this 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, 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.

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 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.
 - (a) 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) 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 side 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 structures shall be erected

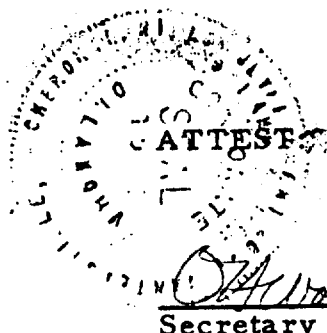
or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon.

- 13. No garage or other building 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 the majority of the then owners of the lots has 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.

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.



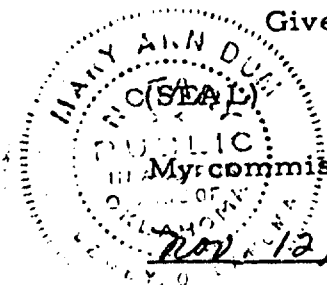
BY: Donald L. Covert
President

[Signature]
Secretary

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

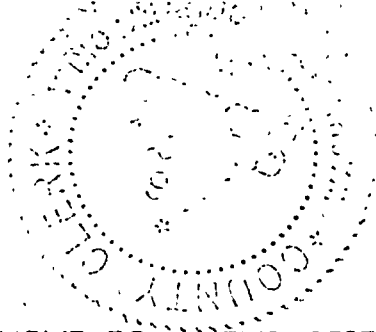
On this 16th day of August, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald L. Covert, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged 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 as set forth.

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



Mary Ann Dunn
Notary Public

My commission expires:
Nov. 12, 1971



OCT 22 1969

at 10³⁰ o'clock
TONY GEORGE KOUNTOUPIIS, County Clerk
T. George Kountoupiis

AGREEMENT TO AMEND RESTRICTIONS

We, the undersigned, owners of the lots in Woodland Park 17th Addition, Washington County, Oklahoma, as hereinafter set out, do hereby agree that the Declaration of Restrictions on said Woodland Park 17th Addition as set forth and recorded in Book 536, Pages 302 to 305 inclusive, in the Office of the County Clerk of Washington County, Oklahoma, may be, and are hereby amended as follows:

1) There shall be included under Paragraph 9, as sub-paragraph (d) the following provision:

"(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. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot."

2) That said Declaration of Restrictions shall in all other respects remain in full force and effect as provided.

DATE	NAME (Husband & Wife)	LOT	BLOCK
5-16-69	<i>D. V. Hemminger</i> <i>L. P. Hemminger</i>	1	43
4-25-69	<i>Charles H. Hill Co. Inc.</i> <i>President</i> Attest <i>[Signature]</i>	2	43
9-23-69	<i>Mr. John A. Hill</i>	3	43
5-7-69	<i>[Signature]</i> <i>[Signature]</i>	4	43
4-25-69	<i>Charles H. Hill Co. Inc.</i> <i>President</i> Attest <i>[Signature]</i>	5	43
4-25-69	<i>Charles H. Hill Co. Inc.</i> <i>President</i> Attest <i>[Signature]</i>	6	43
4-25-69	<i>[Signature]</i> <i>[Signature]</i>	1	43
5/5/69	<i>[Signature]</i> <i>[Signature]</i>	2	43
4-25-69	<i>Charles H. Hill Co. Inc.</i> <i>President</i> Attest <i>[Signature]</i>	7	43

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DATE	NAME (Husband & Wife)	LOT	BLOCK
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest (Signature)	4	44
9/23/69	W. H. ✓	5	44
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest (Signature)	6	44
5-5-69	X ... X ... ✓	7	44
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest (Signature)	8	44
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest - Lots 9 thru 12 - Blk 44 " (Signature)	9	44
4-25-69	" "	10	44
4-25-69	" "	11	44
4-25-69	" "	12	44
5-5-69	X Charles H. Galt X (Signature)	13	44
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest (Signature)	1	45
9-25-69	X George H. ... X (Signature)	2	45
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest (Signature)	3	45
7-3	... Attest (Signature)	4	45
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest - Lots 5 thru 7 - Blk 45 " (Signature)	5	45
	" "	6	45
	" "	7	45
4-25-69	Charles Hilda Ann G INC James J. Galt - President Attest - Lots 1 thru 3 - Blk 46 " (Signature)	1	46
	" "	2	46
	" "	3	46

DATE

NAME (Husband & Wife)

LOT

BLOCK

7-3

Jessie & John [unclear]

4

45

Attest: [unclear]

Resides 1111 [unclear]

4-25-69

Pres. [unclear]

4

46

Lot 4 thru 8 - Blk 46 Attest:

W. J. [unclear]

5

46

"

6

46

"

"

7

46

"

"

8

46

STATE OF OKLAHOMA)
 WASHINGTON) SS.
County of _____)

The foregoing instrument was acknowledged before me this
6th day of May, 1969, by J.W. Lemay, Jr. &
Katherine E. Lemay

(SEAL)

My Commission expires:
February 12, 1971

J.A. Graham
Notary Public

STATE OF OKLAHOMA)
 WASHINGTON) SS.
County of _____)

The foregoing instrument was acknowledged before me this
23rd day of September, 1969, by Wm. A. Hart &
Mrs. Wm A. Hart

(SEAL)

My Commission expires:
February 12, 1971

J.A. Graham
Notary Public

STATE OF OKLAHOMA)
 WASHINGTON) SS.
County of _____)

The foregoing instrument was acknowledged before me this
7th day of MAY, 1969, by Ted E. Cramer &
Marilyn J. Cramer

(SEAL)

My Commission expires:
February 12, 1971

J.A. Graham
Notary Public

STATE OF OKLAHOMA)
 Washington) SS.
County of _____)

The foregoing instrument was acknowledged before me this
5th day of May, 1969, by Marvin Wishman &
Hannah Wishman

(SEAL)

My Commission expires:
February 12, 1971

J.A. Graham
Notary Public

STATE OF OKLAHOMA)
County of WASHINGTON) SS.

The foregoing instrument was acknowledged before me this
23rd day of September, 1969, by T. Schwermer &
Dorothy J. Schwermer

(SEAL)

My Commission expires:
February 12, 1971

M. Graham
Notary Public

STATE OF OKLAHOMA)
County of WASHINGTON) SS.

The foregoing instrument was acknowledged before me this
5th day of May, 1969, by Tom Smysor &
Nelda M. Smysor

(SEAL)

My Commission expires:
February 12, 1971

M. Graham
Notary Public

STATE OF OKLAHOMA)
County of WASHINGTON) SS.

The foregoing instrument was acknowledged before me this
5th day of May, 1969, by Charles G. Goss &
Jo Ann Goss

(SEAL)

My Commission expires:
February 12, 1971

M. Graham
Notary Public

STATE OF OKLAHOMA)
County of WASHINGTON) SS.

The foregoing instrument was acknowledged before me this
25th day of September, 1969, by George N. Kevser &
Doris A. Keyser

(SEAL)

My Commission expires:
February 12, 1971

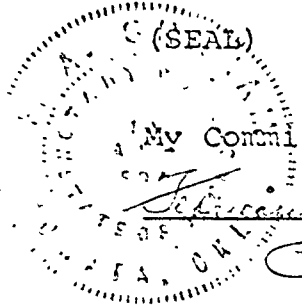
M. Graham
Notary Public

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(Corporate Acknowledgment)

STATE OF Oklahoma)
) SS.
County of Washington)

The foregoing instrument was acknowledged before me this
20th day of October, 1969, by Gerald L. Coast,
President of Cherokee Hills Development Co., Inc.,
corporation, on behalf of the corporation.

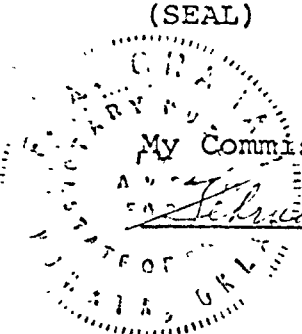


[Signature]
Notary Public

(Corporate Acknowledgment)

STATE OF Oklahoma)
) SS.
County of Washington)

The foregoing instrument was acknowledged before me this
20th day of October, 1969, by Terrel Taylor,
President of Terrel Taylor Company, a
corporation, on behalf of the corporation.



[Signature]
Notary Public

(Corporate Acknowledgment)

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____,
President of _____, a
corporation, on behalf of the corporation.

Notary Public

My Commission expires:

(Corporate Acknowledgment)

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by _____,
President of _____, a
corporation, on behalf of the corporation.

Notary Public

My Commission expires:

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