

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS
OF PADDOCK MEADOWS SUBDIVISION
BARTLESVILLE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Robert J. and Joyce A. Schoen, do hereby certify that they are the owners of and the only persons having any right, title or interest in and to the lands included and embraced in Paddock Meadows.

For the purposes of providing an orderly development of all lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successors in title to the aforesaid lots, Robert J. and Joyce A. Schoen do hereby impose the following restrictions and reservations on all land included in Paddock Meadows 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 transaction, or in any manner whatsoever, of any lot or lots included in Paddock Meadows shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. All lots in said subdivision 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 consist of one lot or more than one lot.

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, barn, stable, tennis courts 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 2,300 square feet of usable space if a one story building, 3,000 square feet of usable space if a two story or split-level building, 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 or stone veneer.

5. Prior to November 1, 1994, no building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by the Developer, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this subdivision and to location of the building with respect to topography and finished ground elevation. No lot shall have driveway access to Adams Blvd.

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6. Prior to November 1, 1994, each residence constructed in this subdivision shall be built by a builder who shall be approved in writing by the Developer.

7. No building shall be erected on any lot nearer to the front 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, and any residence erected upon such a plot in the Subdivision shall have a presentable frontage on each abutting street.

9. The undersigned reserve 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 pipe line conduits, both gas and electric, 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 purpose of repair and maintenance.

- (a) Street light poles or standards shall be served by underground cable and elsewhere throughout said Subdivision all supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Services 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 Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location or construction of such house as may be located upon each side lot; provided that upon the installation of such service cable to a particular house, the supplier of electric or gas 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 gas or 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 Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or gas facilities so installed by it.
- (d) The owner of each lot shall be responsible for the protection of the underground gas or electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The company will be responsible for ordinary maintenance of underground 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 or gas facilities shall be enforceable by the supplier of such 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 chickens, pigs, cows or rabbits, nor shall any such chickens, pigs, cows or rabbits 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"x36" may be placed upon any lot or structure located thereon.

13. 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.

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.

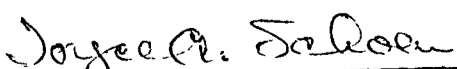
15. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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 judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.



Robert J. Schoen

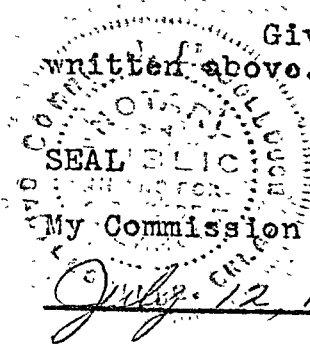


Joyce A. Schoen

STATE OF OKLAHOMA)
) ss:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of November, 1974, personally appeared ROBERT J. and JOYCE A. SCHOEN, to me known, to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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 written above.



My Commission Expires:

July 12, 1978

Connie J. McCallough

Notary Public

ROBERT J. SCHOEN
941 Paddock Ct.
BARTLESVILLE, OK.

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

JUN 25 1975
4:40 P
W. E. KENDRICK, County Clerk
By M. Jester Deputy

