

OWNER'S CERTIFICATE AND RESTRICTIONS OF SKYVIEW
ADDITION, BARTLESVILLE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That D. B. Clothier and Wilma Clothier do hereby certify that they are the owners of, person or persons, who have any right, title or interest in the land included and embraced in Skyview Addition, now platted into lots, blocks, streets and easements as shown on the Plat of Skyview Addition, recorded in Plat Envelope 378 of the records of Washington County, Ok.

For the purpose of providing an orderly development of all the 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 lot, D. B. Clothier and Wilma Clothier, do hereby impose the following restrictions and reservations on all of Skyview 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 Skyview Addition, shall take, hold and convey same subject to the following restrictions and reservations to-wit:

1. All lots in said addition shall be used exclusively for residential purposes, and 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 building plot, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarter, children's playhouse, garden shelter, underground fallout or storm shelter.
3. The owner of any residence erected upon any plot that abuts more than one street may, in the erection of his residence, select the street upon which it shall face, but shall so erect said residence as to have a presentable side yard on the other abutting street, and shall observe building line set-back requirements as indicated on the recorded plat.
4. No nuisance shall be committed upon any lot, and fowl or other animals that may be offensive or annoying to the neighborhood shall not be kept in the Addition.
5. No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.
6. No building shall be moved from another location onto the Addition.
7. Any one story dwelling erected in the Addition shall have a minimum of 1500 square feet of ground area under one roof, a minimum of 1200 square feet of which shall be living area; any dwelling of more than one story shall have a minimum of 1800 square feet under one roof, a minimum of 1000 square feet of which shall be street level area.
8. On single family residential plots no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line; and on corner lots, no fence, whether ornamental or otherwise, shall be erected nearer to the property line than the building line on the side of the lot abutting any street.

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9. No billboard or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed, and such signs shall not exceed six square feet in area.

10. (a) Overhead pole lines for the supply of electric service may be located along Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19). 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 of supply at secondary voltages, may also be located in said easement-ways.

(b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric and utility service lines, 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 houses 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 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 and other utility services, 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 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 and utility 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 and utility facilities shall be enforceable by the supplier of service, and the owner of each lot agrees to be bound hereby.

11. If the owner or tenant of any lot or lots in Skyview Addition should violate any of the restrictive covenants contained herein, and thereafter refuse to correct the same and to abide by restrictions, the owner of any lot or building site in the Addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings, said attorney fees to be fixed by the court. The amount of said attorney fees, court costs and

other expenses allowed and assessed by the court shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions.

12. These restrictive covenants are to run with the land and shall be binding on all parties and all persons until January 1, 1991, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

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

IN WITNESS WHEREOF, The undersigned has executed this instrument on the 24 day of July, 1975.

D. B. Clothier and Wilma Clothier

STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record
JUL 24 1975
1140 a
W. E. KENDRICK, County Clerk
By M. Seal Deputy

D. B. Clothier
Wilma Clothier

STATE OF OKLAHOMA)
)ss
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of July, 1975, personally appeared D. B. Clothier and Wilma Clothier, 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 the day and year last above written.

My Commission expires; July 16, 1977.

A. W. Musselman
Notary Public

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