

OWNER'S CERTIFICATE AND RESTRICTIONS OF WILL ROGERS HEIGHTS FOURTH
ADDITION TO BARTLESVILLE, OKLAHOMA.
KNOW ALL MEN BY THESE PRESENTS:

That Mueller Development Company, Inc., Bartlesville, Oklahoma, 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 $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 26 North, Range 13 East of the Indian Meridian, Washington County, Oklahoma described as follows:

Beginning at a point which is S 89° 38' 36" E 50 feet from the NW Corner NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; Thence S 89° 38' 36" E 609 feet; Thence S 0° 04' 24" W 597.71 feet; Thence S 66° 25' 14" W 147.38 feet; Thence N 89° 33' 23" W 199.56 feet; thence N 3° 58' 23" W 83.92 feet; thence S 86° 01' 37" W 227 feet; Thence S 54° 01' 37" W 111.5 feet; Thence N 0° 04' 19" E 94 feet; Thence N 50° 38' 59" W 53.27 feet; Thence N 29° 02' 27" E 120.12 feet; Thence along a curve to the left whose chord is S 77° 00' 15" E 99.76 feet and whose radius is 180.46 feet a distance of 101.07 feet; Thence N 3° 02' 57" W 50 feet; Thence along a curve to the right whose chord is N 87° 02' 39" E 4.81 feet and whose radius is 1478.85 feet a distance of 4.81 feet; Thence N 0° 21' 24" E 120.96 feet; Thence N 87° 59' 55" E 80.19 feet; Thence along a curve to the left whose chord is N 8° 16' 33" E 72.77 feet and whose radius is 264.08 feet a distance of 73 feet; Thence N 0° 21' 24" E 200.11 feet to the point of beginning.

For the purpose of providing an orderly development of all of 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 afore said lots, the owner does hereby impose the following restrictions and reservations on all of the said Will Rogers Heights Fourth 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 Will Rogers Heights Fourth 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. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence or duplex 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.
3. 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 block not acceptable)

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4. Prior to June 1, 1992, 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 Mueller Development Company, Inc., in order to assure that said structure shall conform and harmonize in design with respect to topography and finished ground elevation.

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 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.

7. 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 pipeline 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.

8. 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 purposes of facilitating such installation, Owner agrees to the following provisions in the Deed of Dedication creating said plat and subdivision, to-wit:

(a) Overhead pole lines for the supply of electric service may be located along Southeast Corner 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 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 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 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 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 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.

9. 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.

10. 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.

11. No bill boards 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" by 36" may be placed upon any lot or structure located thereon.

12. No garage or other building erected in 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.

13. 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 lines.

14. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to 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.

Dated June 6th, 1977.

MUELLER DEVELOPMENT COMPANY, INC.

Attest: Carolee Mueller
Secretary

By Duane Mueller
President

STATE OF OKLAHOMA, :
:
WASHINGTON County, :

On this 23rd day of JUNE, 1977, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Duane Mueller to me known to be the identical person who subscribed the name of the maker thereof to the 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 such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

(SEAL)

[Signature]
Notary Public

My commission expires Dec. 2nd, 1978

STATE OF OKLAHOMA }
Washington County } SS
This Instrument was filed for record

JUN 23 1977

at 11:25 o'clock a M
BEN J. ELLSWORTH, County Clerk
By [Signature] Deputy

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