

DECLARATION OF RESTRICTIONS
HUGHES-FISHER THIRD ADDITION
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the real property hereinafter described has heretofore been surveyed and platted as a residential subdivision under the name of HUGHES-FISHER THIRD ADDITION,

in Washington County, Oklahoma, and as such has been subdivided into lots, blocks, streets, alleys and easements as shown by the plat on file in the office of the County Clerk of Washington County, Oklahoma, said lands being more particularly described as follows:

A portion of the East Half of the Northwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Four (4), Township Twenty-six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, beginning at a point located 170' West of the S. E. Corner of the NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 4, Township 26 N., Range 13 E.; thence N 89° 57' W a distance of 490'; thence N 00° 03' W a distance of 750'; thence S 89° 57' E a distance of 208'; thence S 00° 03' E a distance of 25'; thence S 89° 57' E a distance of 452'; thence S 00° 03' E a distance of 245'; thence N 89° 57' W a distance of 190'; thence S 00° 03' E a distance of 390'; thence S 17° 09' 16" E a distance of 68'; thence S 00° 03' E a distance of 25' to the point of beginning.

NOW, THEREFORE, the undersigned Roger H. Jared and Gerald L. Coast d/b/a Jared and Coast, a partnership, the owners of all lands in order to assure the proper use of said real property do hereby impress upon and attach to said lands the following restrictions, conditions and covenants, viz:

1. All of the lands embraced in said subdivision or disclosed in said plat, shall for a period of twenty years from this date, and so long thereafter as such restrictive use may be extended as herein provided, be used exclusively for residential purposes.
2. Lots 1 through 12 in Block 1, shall have Duplexes placed on them, in which 1 unit of each duplex would face Cummings Avenue and 1 unit would face Wilson Drive.
3. No residence shall be built upon any of said lots that shall contain less than 900 square feet of usable floor space, exclusive of subsidiary buildings, porches, attached garages, walks and driveways. Each residence shall be constructed of masonry or double wall standard frame construction with stucco or wood siding, composition, shingle or materials equal in quality and appearance.
4. No building shall be moved from outside the lands hereinabove described to any of the lots in the plat covering the above described lands.
5. No Residence or any building appertaining thereto shall be built less than 25 feet from a North and South Street, or less than 9 feet from an East and West Street, and each residence shall be built at least 6 feet from any inside lot line.
6. No building shall be erected on any of the lots in this subdivision which building is designated or utilized to house chickens, cows, pigs or other animals, nor shall any such chickens, cows, pigs, or other animals be kept or maintained on said premises. It is the intent not to exclude household pets.
7. No Billboard or advertising sign or structure shall be erected or maintained on any lot in said subdivision except only a "For Rent" or "For Sale" sign, of which one sign not exceeding 20 inches by 30 inches may be placed upon any lot or structure located thereon.

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8. No garage or other outbuilding erected within the said subdivision shall be used for residential purposes other than for such use by the servants of the occupants of the principal dwelling house on said lot or tract.
9. No noxious or offensive trade or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. Overhead pole lines for the supply of electric service may be located along the Northwest corner of Lot 11, Block 1, Lots 1 thru 11 of Blocks 2 and 4, and Lots 1 thru 4 of Block 3.
 - (a) 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 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 from the service 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 thereby.
11. All the restrictions above set forth shall be binding upon the purchaser of any lot, or portion of lot, comprising a portion of said subdivision and upon his or her respective heirs, successors and assigns, for a period of Twenty (20) years from the date hereof, and shall continue after said twenty year period unless changed by agreement in writing executed by the then owners of record of the majority of the area of said subdivision. Invalidation of any one of these covenants by judgment, or court order, shall in no wise affect the validity of the other provisions which shall remain in full force and effect.

The restrictions and covenants herein set forth shall be annexed to and run with the land, and the grantors herein, or any owners of any part of said subdivision, shall have the right to enforce said restrictions or any one or more of them in any court of competent jurisdiction, either by suit or injunction, to prevent the violation thereof or to recover damages for violation thereof.

