

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF  
SUN VIEW ADDITION  
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That C. D. Tate and Lynda

Lee Tate, husband and wife, do hereby certify that they are the owners of the following described real estate located in Washington County, Oklahoma, to-wit:

Lots 1 through 27 inclusive of the Replat of Sunview Addition.

Lots 28, 29, and 30 are not included as a part of these restrictions of the Replat of Sunview Addition.

and embraced in Sun View Addition, now platted in blocks, lots, streets and easements, recorded in Plat Envelope 491, 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 Sun View 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 Sun View 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 plat may have 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 7,700 square feet and shall not be less than 55 feet in width along the front building line.
3. No residence shall be constructed on lots that contains less than 1,200 square feet (or useable 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 are not acceptable).
4. No building shall be erected on any lot nearer to the front line (than as shown on the plat), side street line, interior lines or rear lot line than the minimum building set back as set forth in the current zoning regulations for the Bartlesville Area Planning Commission of the City of Bartlesville and adopted by the Board of City Commissioners of the City of Bartlesville.
5. 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 at any time to the same for the purposes of repair and maintenance.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which 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 livestock, nor shall any such poultry, cows, horses, pigs, rabbits or other livestock be kept or maintained upon the premises.

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7. 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.
8. No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only 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.
9. No garage or other building erected with the said subdivision shall be used by servants of the occupants of the principal dwelling on said lot.
10. 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.
11. 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.
  - (a) Overhead pole lines for the supply of electric service may be located along Lots 1 thru 11 and 19, 20, 24, 25, 26, and 27.  
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.

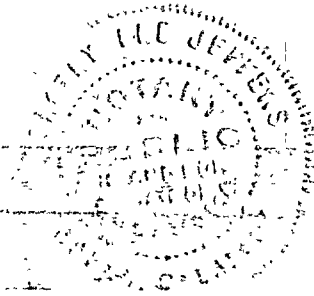
(e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

12. 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 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 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 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.

C. D. Tate  
C. D. Tate  
Lynda Lee Tate  
Lynda Lee Tate



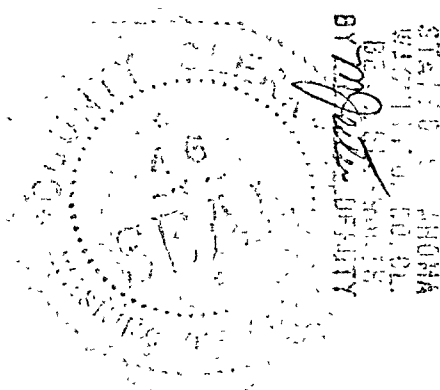
State of Oklahoma )  
Washington County ) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of April, 1983, personally appeared C. D. Tate and Lynda Lee Tate, husband and wife, 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: Sept 20, 1983

Dorothy Lee Jeffers  
Dorothy Lee Jeffers, Notary Public



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