

OWNER'S CERTIFICATE AND RESTRICTIONS OF
COLONIAL ESTATES 9TH ADDITION/ SECTION 1
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Colonial Acres, Inc. (also sometimes referred to as Colonial Acres, Incorporated), Bartlesville, Oklahoma, a corporation, does hereby certify that Colonial Acres, Inc. is the owner of the following described real estate located in Washington County, Oklahoma, to wit:

A part of the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 29, T26 N, R13E, Washington County, Oklahoma, described as follows:

Beginning at a point on the North line of said NW/4 SE/4, said point being N 89° 53' 24" E, 335.00 feet from the NW corner of said NW/4 SE/4, said point also being the NE corner of Colonial Estates 8th Addition to Bartlesville, Washington Co., Oklahoma; thence continuing N 89° 53' 24" E along the North line of said NW/4 SE/4, 290.00 feet; thence S 00° 00' E, 171.19 feet; thence N 90° 00' W, 10.00 feet; thence S 00° 00' E, 120.00 feet; thence N 90° 00' W, 15.00 feet; thence S 00° 00' E, 641.68 feet; thence S 03° 50' 24" E, 60.02 feet; thence S 08° 09' 41" E, 204.11 feet; thence S 00° 00' E, 126.20 feet to the South line of said NW/4 SE/4; thence S 89° 53' 24" W along said South line, 321.00 feet to the SE corner of said Colonial Estates 8th Addition; thence N 00° 00' E along the East line of said Colonial Estates 8th Addition, 150.00 feet; thence N 05° 37' 33" W along said East line, 122.41 feet; thence N 00° 00' E along said East line, 683.62 feet; thence N 09° 27' 44" E along said East line, 212.90 feet; thence N 00° 00' E along said East line, 155.64 feet to the point of beginning, containing 9.15 acres, more or less.

which real estate has been surveyed and platted in lots and blocks under the name of "Colonial Estates 9th Addition," SECTION 1 reflected by that certain Deed of Dedication and Plat recorded in the Office of the County Clerk of Washington County, Oklahoma in Plat Envelope No. 510.

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 aforesaid lots, the owner does hereby impose the following restrictions and reservations on all of the said Colonial Estates 9th Addition/Section 1 Addition", to which it shall be incumbent upon the successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming an owner, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in the Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to wit:

1. All lots in the Addition shall be used exclusively for residential purposes. No residence or other structure

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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 lot other than one (1) single family residence 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 the Addition.
3. No residence shall be constructed containing less than 2,000 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in main of brick, brick veneer, stone, stone veneer or wood siding (concrete block not acceptable).
4. In order to assure that structures constructed within the Addition shall conform and harmonize in design with respect to topography and finished ground elevation, prior to the expiration of ten (10) years from the date hereof, no building shall be erected, placed or materially altered until the building plans, specifications, and plot plan showing the location of the buildings shall have been approved in writing by Colonial Acres, Inc., which approval shall be indicated by a certificate signed and acknowledged by an officer of said corporation.
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 lot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such a lot shall have a presentable frontage on each abutting street.
7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which is or might become an annoyance or a nuisance to the neighborhood. No building shall be erected on any of the lots in the Addition which is designed or utilized to house poultry, cows, horses, pigs, rabbits, or other livestock, nor shall any of the last described animals be kept or maintained within the Addition.
8. No basement, tent, shack, trailer, garage, barn or other structure of a temporary character shall be erected for use, utilized or occupied as a residence.
9. No billboards or advertising signs or structures shall be erected or maintained upon any lot in the Addition, except "For Rent" or "For Sale" signs, which signs shall not exceed 24" x 36" in size.
10. Roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 300# or more per square, and shall be simulated shake in appearance (standard composition shingles not acceptable).
11. No fence, whether ornamental or otherwise, shall be erected on any lot nearer to the front property line than the front building lines.

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12. The owner 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 utility pipelines, conduits, poles, wires and other similar instrumentalities capable of performing public or quasi-public utility functions, both above or beneath the surface of the ground, with the right of access at any time to the same for purposes of installation, repair, maintenance and removal.
13. Areas designated on the plat of the Addition as "Restrictive Drainage Easement" (RD/E) are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Addition and from properties outside the Addition. Drainage facilities constructed in said Restrictive Drainage Easements shall be in accordance with standards prescribed by the City of Bartlesville and plans and specifications approved by the City Engineer of the City of Bartlesville. The Restrictive Drainage Easements shall be maintained by the lot owner upon which said easements are located at his cost in accordance with standards prescribed by the City of Bartlesville. In the event a lot owner shall fail to adequately and properly maintain said easement, the City of Bartlesville may enter upon said easements and perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owner. In the event said lot owner fails to pay the cost of maintenance within thirty (30) days after completion of same, said cost shall be a lien against the defaulting owner's lot(s) which may be foreclosed by the City of Bartlesville.

No fence, wall, planting, building or other obstruction shall be placed or maintained in said Restrictive Drainage Easements without approval of the City Engineer of the City of Bartlesville, and there shall be no alteration of the grades or contours in said easements without the approval of said City Engineer.

Said easements or any part thereof may be terminated, released and cancelled upon resolution duly adopted by the Bartlesville Board of Commissioners.

14. Owner desires that the supply of electricity throughout the Addition be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, the following provisions shall apply, to wit:
- (a) Overhead pole lines for the supply of electric service may be located along the North side of the Addition. Street light poles or standards shall be served by underground cable, and elsewhere throughout the Addition, all supply lines shall be located underground in the easements reserved for general utility services and the streets shown on the recorded plat. Service pedestals and transformers as sources of supply at secondary voltages, may also be located in said easements.
 - (b) Underground service cables to all residences in the Addition shall be run from the nearest service pedestal or transformer to the point of usage determined by the location and

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construction of such residence. Upon the installation of such service cable to a particular residence, 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 of the residence.

- (c) The supplier of electric service, through its agents and employees, shall at all times have the right of access to all easements shown on the plat of the Addition and to the easements provided for herein for the purpose of installing, repairing, maintaining, removing or replacing any portion of said electric facilities so installed.
- (d) The lot owner shall be responsible for the protection of the underground electric facilities located on his lot and shall refrain from altering the grade of the ground adjacent to the electric supply easements and also prevent any construction activity which may interfere with said electric facilities. The supplier of electric service will be responsible for ordinary maintenance of underground electric facilities, but each lot owner shall be liable for damage to 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.

- 15. Residences constructed on Lots 2 and 3, Block 5 of the Addition shall be one-story structures. Colonial Acres, Inc. shall also construct a privacy fence along the South lot line of said lots and it shall be the obligation of the owners of said lots to at all times maintain said fence in its original condition.
- 16. The initial purchaser of each lot contained in the Addition shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the City of Bartlesville, Oklahoma.
- 17. These covenants and restrictions shall run with the land, and shall be binding upon all persons owning lots in the Addition 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 each. The restrictions contained herein (with the exception of paragraphs 12, 13, 14 and 15) may be modified, amended and/or waived by an instrument which is signed by a majority of the then owners of the lots agreeing to such modification, amendment and/or waiver.

Enforcement shall be by proceedings at law or in equity to restrain violations and/or recover damages.

Invalidation of any one of these covenants by judgment

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OWNER'S AMENDED CERTIFICATE AND RESTRICTIONS OF
COLONIAL ESTATES 9th ADDITION/SECTION 1
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Colonial Acres, Inc. (also sometimes referred to as Colonial Acres, Incorporated), Bartlesville, Oklahoma, a corporation, did by and through its President execute the Owner's Certificate and Restrictions of Colonial Estates 9th Addition/Section 1, Bartlesville, Washington County, Oklahoma (hereinafter "Owner's Certificate and Restrictions") which was duly attested and sealed by the Secretary of Colonial Acres, Inc. and which was filed in the land records of Washington County, Oklahoma on October 21, 1988, in Book 850 at Page 164 and again October 26, 1988, in Book 850 at Page 489.

That Colonial Acres, Inc. remains the owner of the following described real estate located in Washington County, Oklahoma to-wit:

A part of the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 29, T26 N, R13E, Washington County, Oklahoma, described as follows:

Beginning at a point on the North line of said NW/4 SE/4, said point being N 89° 53' 24" E, 335.00 feet from the NW corner of said NW/4 SE/4, said point also being the NE corner of Colonial Estates 8th Addition to Bartlesville, Washington Co., Oklahoma; thence continuing N 89° 53' 24" E along the North line of said NW/4 SE/4, 290.00 feet; thence S 00° 00' E, 171.19 feet; thence N 90° 00' W, 10.00 feet; 00' W, 15.00 feet; thence S 00° 00' E, 641.68 feet; thence S 03° 50' 24" E, 60.02 feet; thence S 08° 09' 41" E, 204.11 feet; thence S 00° 00' E, 126.20 feet to the South line of said NW/4 SE/4; thence S 89° 53' 24" W along said South line, 321.00 feet to the SE corner of said Colonial Estates 8th Addition; thence N 00° 00' E along the East line of said Colonial Estates 8th Addition, 150.00 feet; thence N 05° 37' 33" W along said East line, 122.41 feet; thence N 00° 00' E along said East line, 683.62 feet; thence N 09° 27' 44" E along said East line, 212.90 feet; thence N 00° 00' E along said East line, 155.64 feet to the point of beginning, containing 9.15 acres more or less.

which real estate has been surveyed and plated in lots and blocks under the name of "Colonial Estates 9th Addition/Section 1" as reflected by that certain Deed of Dedication and Plat recorded in the Office of the County Clerk of Washington County, Oklahoma in Plat Envelope No. 510.

That Colonial Acres, Inc. hereby amends the referenced Owner's Certificate and Restrictions by deleting paragraph 14(d) and replacing the same, identically numbered, with the following language:

"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 supplier of electric service will be responsible for ordinary maintenance of underground electric facilities, but each lot owner shall be liable for damage to or relocation of such facilities

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caused or necessitated by the acts of the owner or his agents or contractors."

Colonial Inc. hereby reaffirms and incorporates by reference each and every provision contained in the original Owner's Certificate and Restrictions save and except for the amendment of paragraph 14(d) referenced above. The above referenced amendment, like the other covenants and restrictions set forth in the Owner's Certificate and Restrictions, shall run with the land, and shall be binding upon all persons owning lots in the Addition pursuant to the provisions of paragraph 17 of the original Owner's Certificate and Restrictions.

DATED this 13th day of December, 1988.

[SEAL]

COLONIAL ACRES, INC.

By [Signature]
President

[Signature]
Secretary

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss

NOTARY PUBLIC
CLERT
AG
Notary Seal
Filed
Dec 16 4:03 PM '88
DEC 19 4 03 PM '88

Before me, the undersigned, a notary public in and for said County and State, on this 13th day of December, 1988, personally appeared Level Taylor, to me known to be the identical person who subscribed the name of Colonial Acres, Inc. 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 last above written.

[Signature]
Notary Public

My Commission Expires:

August 14, 1989

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1988, personally appeared William H. Coleman and Lucille S. Coleman, 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.

Audree Link
Notary Public

My commission expires:

August 14, 1989