

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF  
REPLAT OF A PART OF HUGHES FISHER 7TH ADDITION  
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Coast Construction Company, a Corporation, does hereby certify that it is the Owner of the following described real estate located in Washington County, Oklahoma, to wit:

A rectangularly shaped tract of land lying in the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 4, Township 26 North, Range 13 East, of the Indian Base and Meridian, Washington County, Oklahoma, said tract being more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of said Section 4; thence N00°06'00" W. along the West line of said Northeast Quarter a distance of 687.44 feet to the true point of beginning said point being on the North Right-of-way line of Illinois Street and being N00°06'00"W a distance of 25.00 feet from the Southeast Corner of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter; Thence continuing N00°06'00"W. along the west line of the said Northeast Quarter a distance of 637.42 feet to the Northwest corner of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter; Thence along the North line of the said Northwest Quarter of the Southwest Quarter of Northeast Quarter S89°59'45"E a distance of 659.68 feet to the Northeast corner of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter; Thence along the East line of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter S00°05'52"E a distance of 662.69 feet to the Southeast corner of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter; Thence along the South line of said Northwest Quarter of the Southwest Quarter of the Northeast Quarter N899'00"W a distance of 165.92 feet to a point on the West Right-of-way Line of Cummings Avenue; Thence N00°03'00"E along the West Right-of-way line of said Cummings Avenue a distance of 27.30 feet; Thence N89 57'00"W a distance of 272.00 feet to a point on the east Right-of-way Line of Fenway Avenue; Thence S00°03'00"W along the East Right-of-way line of Fenway Avenue a distance of 2.56 feet; Thence N89°57'00"W along the North Right-of-way line of Illinois Street a distance of 221.80 feet to the point of beginning. Said Tract contains 9.7353 acres more or less.

and embraced in Replat of a part of Hughes Fisher 7th Addition, now platted in blocks, lots, streets, and easements, recorded in Plat Envelope 566, in the Records of the Office of the County Clerk, Washington County, Oklahoma.

36238

BK 0933 Pg 168

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 owners do hereby impose the following restrictions and reservations on all of the said Replat of a part of Hughes Fisher 7th 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 the Replat of a part of Hughes Fisher 7th Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. A building site or plot 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 7,000 square feet and shall not be less than 55 feet in width along the front building line.
2. No residence shall be constructed upon any of the lots that shall contain less than 1100 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, vinyl, or wood siding (Concrete blocks not acceptable.) No house, garage or any other building shall be moved into this subdivision.
3. No building shall be erected on any lot nearer to the front lot line, side line, interior lot lines or rear lot line than the minimum building set back as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission, adopted by the Board of Commissioners of the City of Bartlesville.
4. No building shall be erected on any lot below the elevation of 670MSL feet as established by the Corps of Engineers Letter dated March 4, 1968.
5. 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.
6. 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 any public or quasi-public utility function at any time to the same for the purpose of repair and maintenance.
7. Owner desires that the supply of electricity throughout the Addition be provided, to the fullest extent deemed practicable, by facilities located overhead, and for the purpose of facilitating such installation. Owner agrees to include the following provisions in the Deed of Dedication creating said plat and subdivision to-wit:

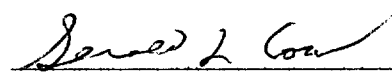
- (a) Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or utility pole to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation 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 utility pole to the service entrance on said house.
  - (b) 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.
  - (c) 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.
  - (d) 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.
8. 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.
9. 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.
10. No billboards 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" X 36" may be placed upon any lot or structure located thereon.

11. 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.
12. 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.
13. No Vehicle, motor home, RV's, boats, or trailers shall be allowed to be parked or maintained in the front yard except as necessary for loading or unloading.
14. All non-operational motor vehicles will be removed from the property after thirty (30) days at owner's expense if parked outside of garage.
15. Owner will insure the yard area of their property will be neatly maintained and mowed. Owner will also insure their property will be free of unsightly debris.
16. 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 (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 then owners of a majority of the lots affected hereby has been recorded, agreeing to a change in said covenants in whole or in part.
17. These covenants, with the exception of paragraph 7, may be amended, modified or altered at any time by an instrument in writing signed by the owners of not less than 50% of the lots affected hereby.

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.

COAST CONSTRUCTION CO.

  
\_\_\_\_\_  
Gerald L. Coast, President  
c/o G:A ASSOCIATES  
309 SE FRANK PHILLIPS BLVD  
BARTLESVILLE OK 74003

