

OWNER'S CERTIFICATE AND RESTRICTIONS OF
COLONIAL ESTATES 16TH ADDITION
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Colonial Acres, Inc., an Oklahoma Corporation, does hereby certify that it is the Owner of the following described real estate located in Washington County, Oklahoma, to wit:

An irregularly shaped tract of land lying in the W/2 of the SE/4 of the NE/4 of Section 29, T-26-N, R-13-E, of the Indian Base and Meridian, Washington County, Oklahoma, said tract being more particularly described as follows:

Beginning at the Northwest Corner of the NE/4 of the SE/4 of the NE/4, said point being the Northwest Corner of Colonial Estates 17th Addition; Thence S0°11'47"E along the West line of said NE/4, SE/4, NE/4 said line also being described as the West line of Colonial Estates 17th Addition, a distance of 884.43', to a point on the Northern right-of-way line of Braddock Road, said point also being described as the Southwest Corner of Colonial Estates 17th Addition; Thence continuing along the North right-of-way line of Braddock Road due West a distance of 28.24'; Thence along a curve which is concave to the Southeast, having a radius of 415'. A curve distance of 163.84', and a Delta of 22°37'12". To a point on a reverse curve; Thence along a curve concave to the Northwest, having a radius of 365', a curve distance of 144.10', and a Delta of 22°37'12"; Thence S89°58'20"W, a distance of 26.44' along the North right-of-way line of said Braddock Road, to a point, said point being the Southeast Corner of Lot 9, Block 2, Colonial Estates 14th Addition; Thence N0°50'32"E along the East line of Block 2, Colonial Estates 14th Addition, a distance of 944.06' to the Northeast Corner of Lot 1, Block 2, Colonial Estates 14th Addition, said point being on the North line of the SE/4 of the NE/4; Thence along the said North line of the SE/4 of the NE/4 N89°53'38"E a distance of 337.74', returning to the point of beginning, said tract containing 7.2554 acres more or less.

which real estate has been surveyed and platted in lots and blocks under the name of "Colonial Estates 16th Addition" 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. 568.

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 Colonial Estates 16th Addition (the "Addition"), to which it shall be incumbent upon its successors in title to adhere and any person or persons, corporation or corporations,

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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 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 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 building appurtenant thereto, such as a garage, servant's quarters, children's playhouse, 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 2,400 square feet of usage space, exclusive of breeze-ways, porches, attached garages, walks, driveways, swimming pools and bath houses. East 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 side abutting street.
7. 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.

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 only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" X 36" in size.
10. Roof materials shall be wood, slate, tile or heavy composition. Composition roof materials 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.
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 purpose 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 Easement 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 Easement 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 easement 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, plating, building or other obstruction shall be placed or maintained in said Restrictive Drainage Easement without approval of the City Engineer of the City of Bartlesville, and there shall be no alterations 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 canceled upon resolution duly adopted by the Bartlesville Board of Commissioners.

14. 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 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) Overhead pole lines for the supply of electric service may be located along north side of platted addition.

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-way reserved for general utility services and street, 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, effect 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 of transformer to the service entrance on said house.

- (c) The supplier of electric service, through its proper agents and employees shall at all time 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 alternation of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for any 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.

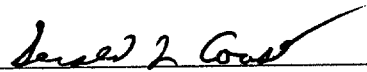
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- (e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.
15. The initial purchaser of each lot contained in the Addition shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the city of Bartlesville, Oklahoma.
16. 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, and 14) 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 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.

COLONIAL ACRES, INC.,
AN OKLAHOMA CORPORATION



Gerald L. Coast, Vice-President

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