



**OWNER'S CERTIFICATE AND RESTRICTIONS OF
KELSEY ESTATES/DOUG HOUGH HOMES, LLC.
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

That Kelsey Estates/Doug Hough Homes, LLC., does hereby certify that it is the Owner of the following described real estate located in Washington County, Oklahoma, to wit:

A Tract of Land located South of the Moose Lodge Road and East of US Highway 75, legally described as:

W/2 NE/4 NW/4 OF SECTION 10, TOWNSHIP 25 NORTH,
RANGE 13 EAST OF THE INDIAN MERIDIAN,
WASHINGTON COUNTY, OKLAHOMA.

which real estate has been surveyed and platted in lots and blocks under the name of "Kelsey Estates/Doug Hough Homes" 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. 659.

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 Kelsey Estates/Doug Hough Homes (the "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 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.
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 garage, servant's quarters, children's playhouse, swimming pool and bath house, and garden shelter. The roof and siding should be constructed using the same exterior materials as the residence. No house, garage, or any other building shall be moved into the Addition. All homes, garages, outbuildings, pool houses, etc., to be constructed by Doug Hough Homes Construction, unless written permission is granted by Doug Hough in writing, in which case, plans and contract for construction must be approved by Doug Hough.
3. No residence shall be constructed containing less than 2,500 square feet of usage space, exclusive of breeze-ways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in main of brick, stone, or stucco.
4. All structures are to have at least a 50' setback from front property line, and 15' setback from each side property line.

BK 1163153360

5. In order to assure that structures constructed within the Addition shall conform and harmonize in design with respect to topography and finished ground elevation, 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 Kelsey Estates/Doug Hough Homes, which approval shall be indicated by a building contract, signed and acknowledged by Doug Hough.
6. All garages to be 2 car or more. All driveways are to be cement to road.
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 nuisance to the division which is designed 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 non-working/non-running vehicles allowed. No basement, tent, shack, trailer, garage, barn or other structure of a temporary character shall be kept or maintained upon the premises.
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. No home-based business shall be allowed to operate within the Addition.
10. Roof materials shall be wood, slate, tile, or composition. Composition roof materials shall be asphalt or fiberglass material, 30 years or better.
11. No fence, whether ornamental or otherwise, shall be erected on any lot nearer to the front property line than the front building setback line. Standard chain link fences are strictly prohibited; however, fencing composed of chain link material that is painted and framed in wood is acceptable. Such chain link fencing must not exceed six feet in height.
12. Owner desires that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practical 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) 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 in the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
 - (b) 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.

BK 1163163361

BK 1163P63362

- (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 alteration 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.
- (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.

13. 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 (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 2, 12, & 13) 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.

14. Home Owners Association:

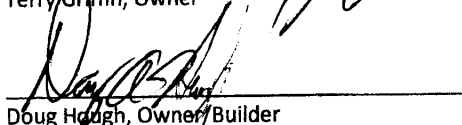
Doug Hough Homes Construction will maintain Entrance, Road, & cover cost of Common Electric until 5 lots in the Addition have been sold. A Home Owners Association will be established at that time to maintain Entrance, Road, & Common Electric costs (street lights & electric at entrance). Cost per lot shall be determined at that time by lot owners. Also at that time, Doug Hough Homes will relinquish all maintenance and costs to Home Owners Association.

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 judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

Kelsey Estates/Doug Hough Homes

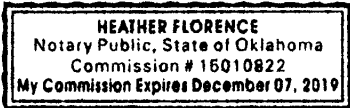

Terry Griffin, Owner


Doug Hough, Owner/Builder

State of Oklahoma)
)ss.
Washington County)

On this 19 day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Terry Griffin & Doug Hough, President & Owner of Kelsey Estates, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act deed.

Given under my hand and seal the day and year last above written.



Heather Florence
Notary Public

My Commission expires:

12/7/19

BK 163163363