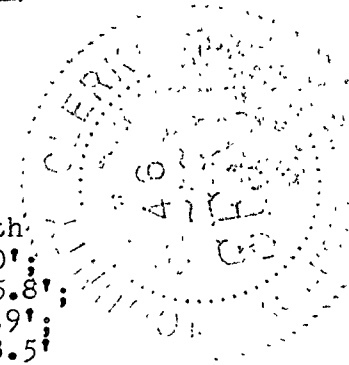


STATE OF OKLAHOMA
Washington
This instrument is filed for record

JUN 13 1960

DECLARATION OF RESTRICTIONS
OF
WOODLAND HILL, BARTLESVILLE, OKLAHOMA
Being a part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$
of Sec. 17, T 26 N. R 13E
Washington County, Oklahoma,
described as follows:

at 10
J. E. Rahn Deputy



Beginning at the Northwest Corner of said ten acres, Thence South 89°57' East along the North Line of said ten acres for a distance of 630.0'; Thence South 24°43' West for a distance of 535.8'; Thence South 53°26' West for a distance of 78.9'; Thence South 75°36' West for a distance of 353.5' to the West Line of said ten acres; Thence North 0°02' West along the West Line of said ten acre tract for a distance of 622.0' to the POINT OF BEGINNING.

KNOW ALL MEN BY THESE PRESENTS:

That we, Charlie Kilpatrick and Mildred E. Kilpatrick, husband and wife, the record owners of Lots 10 and 11, in Block 20, on the Plat of the above described Subdivision, filed simultaneously herewith, and John D. Langwill and E. Frances Langwill, husband and wife, the purchasers under contract of Lot 10, in Block 20, on said Plat, and Arthur D. Lynn, Jr. and Forrestine Smith Lynn, husband and wife, being the owners of all of the remaining lots and tracts as reflected by such Plat, and J. W. Maddux and Peoples Savings and Loan Association, of Bartlesville, Oklahoma, as mortgagees of Arthur D. Lynn, Jr. and Forrestine Smith Lynn, husband and wife, do hereby certify that we have caused said tract of land above described to be surveyed and platted into blocks and lots, and have dedicated streets therein, with utility easement reservations as reflected by such Plat, and have adopted and hereby adopt such Plat as the official Plat of the above described Subdivision, under the name of "WOODLAND HILL, BARTLESVILLE, OKLAHOMA," and that we each and all have dedicated and hereby dedicate to the public all of the streets and public places as shown on said Plat, and that we have dedicated and hereby dedicate the easements as set out in said Plat for use for utility purposes by the owners of all of the respective lots and blocks in such Subdivision and for use by those furnishing such utility services.

And we further certify that, for the purpose of providing an orderly development of all of the blocks and lots and parcels of real estate included in the above described Plat, and for the further purpose of providing accurate restrictive covenants for the benefit of the owners, and their successors in title, to the several lots and blocks in such Subdivision, as reflected by the above mentioned Plat thereof, we, the owners and contractees above named and the mortgagees above named, being the owners, purchasers and mortgagees of all of the lots and blocks in said above described Subdivision, as reflected by the Plat above referred to, do hereby impose and impress the following restrictions and reservations on all of WOODLAND HILL, BARTLESVILLE, OKLAHOMA, all of which shall be binding upon us, and each of us, and upon our successors in interest and upon any and all future owners of the respective lots, plots, tracts and blocks in such Subdivision, and all persons, firms or corporations holding under us or any of us, or them or any of them, and any future conveyance of any lot, plot, tract or block in such Subdivision shall be and hereby is made subject to such restrictions and reservations, namely:

1. No lot, or any building site created out of portions or combinations of parts of lots in said Subdivision, shall, within a period of thirty years from July 1, 1960, be used for any purpose except for one-family residence purposes, and only one-family residence, with garage for not more than three cars, and with servants' quarters not to exceed a floor space of 300 square feet, may be erected on any building lot, building site, plot or tract, provided nothing in this paragraph contained shall be construed to prevent the construction and maintenance of a private swimming pool, with appurtenant structures, either enclosed or un-enclosed.

2. No building or structure of any kind or character shall ever be placed, erected or used for business, professional, trade, or commercial purposes on any residential lot or tract or portion of lot or tract in such Subdivision, and no noxious or offensive trade or activity or nuisance shall ever be carried on or permitted on any lot or tract in such Subdivision.
3. No building shall ever be moved from another location on to any tract or lot in such Subdivision.
4. No trailer, basement, tent, shack, garage, servants' quarters, or temporary building of any kind or character shall ever at any time be used as the principal residence, temporary or permanent, on any lot or tract in such Subdivision.
5. No animal or fowl, except domestic household pets, shall ever be permitted to be kept upon any lot or tract within such Subdivision.
6. No noxious or offensive odors, and no loud, boisterous, or unusual noises, which would or might annoy occupants of other lots or tracts in such Subdivision, or on any lands adjacent thereto, shall be maintained or permitted, provided, that this provision shall not be construed to prevent the normal enjoyment of their home and appurtenances by any family occupying any lot or tract in such Subdivision.
7. No one-story building shall be permitted to be built on any lot, plot, or tract in such Subdivision which shall contain less than 1300 square feet of usable floor space, exclusive of open porches, breezeways, and attached garages. Any dwelling of more than one-story shall have a minimum of 1000 square feet of usable floor space, exclusive of open porches, breezeways, and attached garages, on the first or ground floor. Any building site, plot or tract shall have an area of not less than 10,000 square feet.
8. Only one-story residences or other structures shall be permitted to be built on Lots 12 and 13, in Block 20, of the above described Plat, or on Block 21 of such Plat.
9. The exterior walls of the main residence building and any garage building on any lot or tract shall be constructed of brick, stone, brick and stone, brick veneer, stone veneer, brick and stone veneer, stucco, masonry, select grade wood siding, or other select grade wood materials, or standard composition materials.
10. No building, or any part thereof, except chimneys, shall ever be located nearer to the front lot line than 25 feet, or nearer than the set back lines as shown on the Plat of said Subdivision. No building or part thereof shall ever be located nearer than 5 feet to any side lot line; provided, however, that where the whole or parts of two or more adjoining lots are used for a single building site the 5 foot set back line above provided shall not apply on the two or more contiguous sides of such lots or parts of lots so jointly used for such construction, but, in lieu thereof shall apply to the exterior side boundary lines of the actual building site used. No fence or other obstruction shall be constructed nearer to the front lot line than 25 feet or the front set back line shown on the Plat of said Subdivision.
11. No billboard or advertising sign shall be erected, placed or maintained on any lot in such Subdivision, except for the sole purpose of advertising the sale of such lot, plot or tract, and any such for sale sign shall not exceed 6 feet square in size.
12. Easements for utility purposes, with the right to install and maintain lines, poles, and other necessary installations for such purposes, are hereby reserved along the rear of certain lots and along the side of

certain lots, as designated on the Plat of said Subdivision above referred to, together with the right of ingress, egress and regress for the use and maintenance of such utility installations, and the use of such easements shall also extend to and be binding upon the owners of the oil, gas, and other minerals in and under said Subdivision, and their lessees and assigns. In event two or more of said lots or parts of two or more of said lots shall be utilized as one one-family residential area, any easement extending along the side lot lines of any such lot or lots or parts thereof may be vacated, moved, or re-located by an instrument properly executed and acknowledged by the owners of such lot or lots or parts of lots and any other adjacent owner affected thereby, by the execution and recording of a proper instrument designating such vacation or change, and the recording thereof in the office of the County Clerk of Washington County, Oklahoma.

13. All or any part of WOODLAND HILL, BARTLESVILLE, OKLAHOMA, may be platted or re-platted, including the realignment of streets and easements, provided there is an approval in writing of all of the then owners of such lots or parts of said Subdivision as may be affected by such platting or re-platting.

14. No outside toilet shall be permitted to be built upon any lot in said Subdivision, and all sewerage, waste water, and refuse, shall be disposed of by adequate septic tanks or sanitary sewers, and all garbage, trash and waste shall be removed or disposed of in such manner as not to be objectionable to the owners of or the residents on any other portion of such Subdivision.

15. Each and all of the restrictions herein set out shall be binding upon the parties hereto and the purchasers or future owner of any lot, plot or tract in such Subdivision, and upon its, his, or their heirs, executors, administrators, devisees, trustees, successors and assigns, and each such restriction shall continue and remain in force until the first day of July, 1990, at which time such restrictions shall be automatically extended for successive periods of ten years each, unless by vote of the majority of the then owners in area of the several lots, plots or tracts in such platted Subdivision, it is agreed to change, modify or abolish such restrictions, or any of them, in whole or in part; provided, however, that any individual restriction or restrictions above set out may be changed or modified at any time hereafter, either during the original term or any extended term of such restrictions, by written agreement signed by the owners of not less than three-fourths by area of the lots, plots and tracts in such Subdivision.

16. Invalidation of any one or more of these restrictions, by a judgment of a Court of competent jurisdiction, shall in no wise affect any of the other restrictive covenants above set forth, and each and all of such remaining covenants and restrictions shall remain in full force and effect.

17. The restrictions and covenants herein contained shall be annexed to and run with the land, and the undersigned, and each and all of them, and any future purchaser or owner of any portion of such Subdivision, shall have the right to enforce each such restriction and covenant in any Court of competent jurisdiction, either by suit or by injunction to prevent the violation of any such restriction or restrictions or covenant or covenants, or for recovery of damage for the breach or violation thereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 9th day of June, 1960.

Charlie Kilpatrick
Charlie Kilpatrick

Mildred E. Kilpatrick
Mildred E. Kilpatrick

John D. Langwill
John D. Langwill

E. Frances Langwill
E. Frances Langwill

Arthur D. Lynn, Jr.
Arthur D. Lynn, Jr.

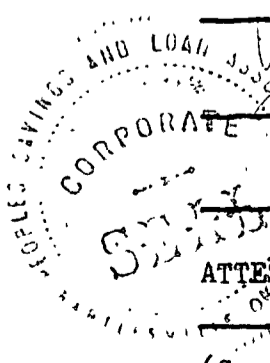
Forrestine Smith Lynn
Forrestine Smith Lynn

W. Maddux
W. Maddux

PEOPLES SAVINGS AND LOAN ASSOCIATION

Hen. C. Alspaugh
Secretary

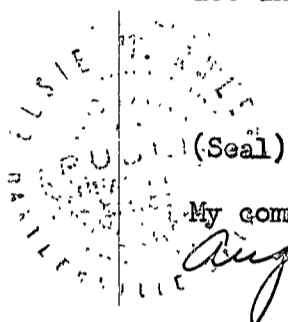
By J. M. Owen
President



(Corporate Seal)

STATE OF OKLAHOMA)
WASHINGTON COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of June, 1960, personally appeared Charlie Kilpatrick and Mildred E. Kilpatrick, husband and wife, John D. Langwill and E. Frances Langwill, husband and wife, Arthur D. Lynn, Jr. and Forrestine Smith Lynn, husband and wife, and J. W. Maddux, 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.

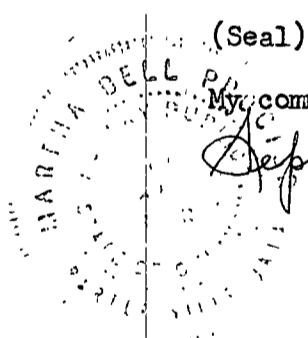


Edna M. Kule
Notary Public

My commission expires:
August 10, 1961

STATE OF OKLAHOMA)
WASHINGTON COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of June, 1960, personally J. M. McMinn, to me known to be the identical person who subscribed the name of the maker 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.



Martha Bell Trotter
Notary Public

(Seal)
My commission expires:
Sept 16, 1962