

DECLARATION OF RESTRICTIONS OF

ROLLING MEADOWS EIGHTH ADDITION, BARTLESVILLE, OKLAHOMA

Part of the Southwest Quarter of the Northeast Quarter of Section 16, in Township 26 North, of Range 13 East of the Indian Meridian, Washington County, Oklahoma, described as follows:

Beginning at the SE corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence N 89°57'17"W 660.00 feet; thence N 0°02'43" E, 40.00 feet; thence N 1°53'47" W, 457.45 feet; thence N 0°02'43" E, 25.00 feet; thence N 89°57'17" W, 83.96 feet; thence N 0°02'43" E, 141.50 feet; thence S 89°43'17" E, 99.00 feet; thence S 0°02'09" E, 3.88 feet to the NW corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; thence N 89°69' E, 660.16 feet to the NE corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; thence S 0°01' W, 660.51 feet to the point of beginning. Containing 10.42 Acres more or less

KNOW ALL MEN BY THESE PRESENTS:

That Cook Development Company, an Oklahoma Corporation, hereinafter called The Developer, being the owner of the above-described tract of land, does hereby certify that The Developer has caused said tract of land to be surveyed and platted into lots and blocks and has dedicated streets therein, with utility easement reservations as reflected by such Plat, and has adopted and hereby adopts such Plat as the Official Plat of the above described Subdivision, under the name of "ROLLING MEADOWS EIGHTH ADDITION, BARTLESVILLE, OKLAHOMA," and that The Developer has dedicated and hereby dedicates to the public all of the streets and public places as shown on said Plat, and that it has dedicated and hereby dedicates 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 addition and for use by those furnishing such utility services.

And The Developer further certifies 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 Addition, as reflected by the above mentioned Plat thereof, The Developer, the owner of all of the lots and blocks in said above described addition, as reflected by the Plat above referred to, does hereby impose and impress the following restrictions and reservations on all of ROLLING MEADOWS EIGHTH ADDITION, BARTLESVILLE, OKLAHOMA, all of which shall be binding upon The Developer, and upon its successors in interest and upon any and all future owners of the respective lots, plots, tracts and blocks in such Addition, and all persons, firms, or corporations holding under it, him or them or any of them, and any future conveyance of any lot, plot, tract or block in such Addition 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 January 1, 1973, 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.

Declaration of Restrictions - continued.

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 one-story building shall be permitted to be built on any lot, plot, or tract in such Subdivision, containing less than 1500 square feet of usable floor space, exclusive of open porches, breeze-ways, 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, breeze-ways, and attached garages, on the first or ground floor.
7. Plans for each residence shall be submitted to, and approved in writing, before construction is begun, by Alton B. Cook or to anyone to whom power of approval has been delegated in writing by Alton B. Cook.
8. 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.
9. 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. (A larger sign will be permitted for the initial sale of lots by the Developer).
10. Easements for utilities 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 such ingress, egress and regress for the use and maintenance of such utility installations. 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 extended 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.

Declaration of Restrictions - continued.

11. Developer 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, Developer 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-ways reserved for general utility services and streets, shown on the Subdivision 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 Subdivision 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, 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 on said house.

(c) 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 instrument, 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 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.

12. All or any part of ROLLING MEADOWS EIGHTH ADDITION, 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.

13. 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 January, 2003, at which time such restrictions shall be automatically extended for successive periods of ten years each, unless

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Declaration of Restrictions - continued.

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.

14. 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.

15. The restrictions and covenants herein contained shall be annexed to and run with the land, and the undersigned, 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 thereof.

IN WITNESS WHEREOF, the undersigned, Cook Development Co., has caused this instrument to be executed by its President and attested by its Secretary on the 18 day of May 1973.

COOK DEVELOPMENT CO

Attest:  Secretary BY  Alton B. Cook President

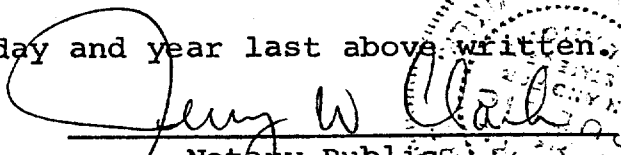


State of Oklahoma, :
: SS.
County of Washington, :

On this 18th day of May, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alton B. Cook, to me known to be the identical person who signed the name of the maker thereof to the within and 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 said Corporation, for the uses and purposes therein set forth.

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

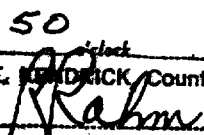
(SEAL)


Notary Public



My commission expires 1-27-74



STATE OF OKLAHOMA } SS
Washington County }
This instrument was filed for record
MAY 21 1973
350
W. E. RENDRICK, County Clerk
By  Deputy

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