

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF  
ROLLING HILLS FIFTH ADDITION TO BARTLESVILLE,  
WASHINGTON COUNTY, OKLAHOMA.

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KNOW ALL MEN BY THESE PRESENTS:

That the Round Hill Development Company, a corporation, does hereby certify that it is the owner of the following described real estate in Washington County, Oklahoma, to-wit:

A tract of land located in Washington County, Oklahoma, described as follows: Beginning at the SE corner of the NE/4 of the NE/4 of Section 21, Township 26 North, Range 13 East:  
Thence South 89° 57' East a distance of 1123.05 feet;  
Thence North 12° 40' 44" East a distance of 32.78 feet;  
Thence North 34° 23' 32" East a distance of 317.52 feet;  
Thence South 55° 36' 28" East a distance of 16 feet;  
Thence North 22° 56' 43" East a distance of 145.02 feet;  
Thence along a curve to the left whose chord is North 44° 08' 07" West and 20.91 feet long and whose radius is 165 feet, a distance of 20.92 feet;  
Thence North 42° 13' 57" East a distance of 50 feet;  
Thence North 19° 02' 51" East a distance of 200.76 feet;  
Thence North 89° 57' East a distance of 121.04 feet;  
Thence South 0° 16' 30" East a distance of 330 feet;  
Thence North 89° 57' East a distance of 131.05 feet;  
Thence South 0° 16' 30" East a distance of 165 feet;  
Thence North 89° 57' East a distance of 526.87 feet;  
Thence South 0° 18' East a distance of 165 feet to the point of beginning, and containing in all an area of 7.12 Acres, more or less.

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And embraced in Rolling Hills Fifth Addition, now platted in blocks, lots, streets and easements, recorded in Plat Envelope 398 in the records of the Office of the County Clerk of Washington County, Oklahoma.

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 owner does hereby impose the following restrictions and reservations on all of the said Rolling Hills Fifth 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 Rolling Hills Fifth Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All lots in said 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. (a) A building site or plot may be 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 10,000 square feet.

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(b) "Tract A" shall be for multifamily use under the garden apartment zoning, with no access to Lewis Drive.

3. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool and bath house, and garden shelter. No house, garage or any other building shall be moved into this subdivision. Each residence shall be constructed in the main of brick, brick veneer, stone, stone veneer, or wood siding (concrete blocks not acceptable).
4. Any dwelling erected in Rolling Hills Fifth Addition shall have a minimum of 2,000 square feet of usable floor area, exclusive of breezeways, porches, attached garages, walks, driveways, patios or balconies.
5. Prior to January 1, 1995, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by the Round Hill Development Company, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.
6. Prior to January 1, 1995, each residence constructed in this addition shall be built by a builder who shall be approved in writing by the Round Hill Development Company.
7. 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, as amended.
8. Any plot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such plot in the addition shall have a presentable frontage on each abutting street.
9. Sidewalks are to be installed by the builder on all frontage as required by the Metropolitan Area Planning Commission Regulations.
10. 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, wires and any other method of construction or performing any public or quasi-public utility function beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.
11. (a) Overhead pole lines for the supply of electric service may be located along Lots 21 and 22.

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

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streets, 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, 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 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 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. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or 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, pigs, or other animals, nor shall any such poultry, cows, horses, rabbits, pigs, or other livestock be kept or maintained upon the premises.
13. 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.
14. 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.
15. No garage or other building erected within the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on said lot.

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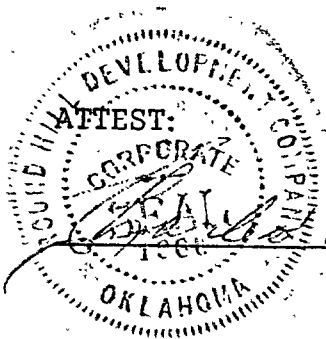
16. On each single family residential plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.
17. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of 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 until an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to a change in said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants 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.

ROUND HILL DEVELOPMENT COMPANY,  
a corporation,

By: *Rahat Khan*  
Vice President



*W. Selby*  
Secretary

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