

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

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 part of the North Half of Section 21, Township 26 North, Range 13 East, Washington County, Oklahoma, being more particularly described as follows:

Beginning at a point which is S 00° 21' 00" E. 315 feet of the NW corner of the SE/4 of the NE/4 of the NW/4 of said Section 21; Thence S 83° 40' 41" E. 225.48 feet; Thence S. 36° 00' 33" E. 120.93 feet; Thence S. 56° 06' 22" E. 60 feet; Thence along a curve to the left whose radius is 422.5 feet and whose cord is S. 33° 23' 06" W. 7.51 feet, a distance of 7.51 feet; Thence S. 57° 07' 27" E. 130.46 feet; Thence S. 86° 47' 09" E. 307.01 feet; Thence S. 00° 03' 00" E. 431.56 feet; Thence N. 89° 57' 00" E. 26 feet; Thence S. 00° 03' 00" E. 318.27 feet; Thence N. 89° 55' 10" W. 148.10 feet; Thence S. 00° 17' 00" E. 145 feet; Thence S 89° 43' 00" W. 124.79 feet; Thence S. 00° 17' 00" E. 49.46 feet; Thence S. 89° 43' 00" W. 175 feet; Thence N. 00° 17' 00" W. 285 feet; Thence N. 32° 45' 34" W. 385.77 feet; Thence S. 89° 44' 58" W. 55 feet; Thence N. 36° 07' 49" W. 133.01 feet; Thence N. 07° 58' 52" W. 139.77 feet; Thence N. 00° 21' 00" W. 344.42 feet to the point of beginning;

Containing 14.16 acres, more or less;

and embraced in Rolling Hills Seventh Addition, now platted in blocks, lots, streets and easements, recorded in Plat Envelope 416 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 Seventh 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 Seventh 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 building site or plat may be one lot, more than one lot or less than one lot, but each building site or plat shall have an area of not less than 10,000 square feet.
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 Seventh Addition shall have a minimum of 1,700 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, or 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 and/or property owner in accordance with the Subdivision or zoning regulations of the City of Bartlesville.
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 Eleven (11), Twelve (12), Thirteen (13) and Sixteen (16). 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 attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.  
  
(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,

BOOK 706 PAGE 984

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 with 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.

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

BOOK 706 PAGE 985



AMENDMENT TO DEED OF DEDICATION  
OF ROLLING HILLS 7TH ADDITION

APR 11 1978

at 8:40 o'clock A M  
BEN J. ELLSWORTH, County Clerk  
By *[Signature]* Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the sole owners of all the lots in all the blocks in Rolling Hills 7th Addition, an Addition in Washington County, State of Oklahoma, duly recorded as Plat No. 416 and filed for record in the office of the County Clerk of Washington County, State of Oklahoma, as Instrument No. 51898, on the 4th day of April, 1978, and

WHEREAS, attached to said Plat and made a part thereof is a Deed of Dedication containing certain restrictive covenants for the mutual benefit of the dedicators and the successors in title to said lots in said Addition, and

WHEREAS, the undersigned, as sole owners of all the lots in all the blocks in said Addition, desire to amend the restrictive covenant contained in said Deed of Dedication attached to said Plat, by amending covenant No. 11 a., all for the mutual benefit of the owners and successors in title to lots in said Addition.

NOW, THEREFORE, the owners of all the Lots in all the blocks in Rolling Hills 7th Addition, an Addition in Bartlesville, Washington County, State of Oklahoma, do hereby amend the Deed of Dedication and restrictive covenants contained therein by amending Covenant No. 11 a. as follows:

11. (a) Overhead pole lines for the supply of electric service may be located along Lots Eleven (11), Twelve (12), Thirteen (13) and Sixteen (16), all in Block Seven (7). 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 attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.

Provided, however, that said Deed of Dedication and all other restrictive covenants contained therein shall remain in full force and effect, as shown on the Plat of Rolling Hills 7th Addition, recorded as No. 416, duly filed for record the 4th day of April, 1978, as Instrument No. 51898 in the Office of the County Clerk of Washington County, State of Oklahoma.

IN WITNESS WHEREOF, parties hereto have duly executed this Amendment to the Deed of Dedication as aforesaid on this the 10th day of April, 1978.

ROUND HILL DEVELOPMENT COMPANY  
a corporation,

*[Signature]*  
Vice President

ATTEST:

*[Signature]*  
Secretary

STATE OF OKLAHOMA, ) ss.  
WASHINGTON COUNTY.)

The above and foregoing instrument was acknowledged before me this 10th day of April, 1978, by Robert L. Hart, Vice President of Round Hill Development Company.

*[Notary Seal]*  
(SEAL)  
My commission expires: October 30, 1981.

*[Signature]*  
Notary Public

52080

BOOK 707 PAGE 42