

OWNER'S DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

STATE OF OKLAHOMA  
Washington County  
This instrument was filed for record

DEC 4 1979

at 10:50 o'clock P.M.  
BEN J. ELLSWORTH, County Clerk  
By *[Signature]* Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MUELLER DEVELOPMENT COMPANY, INC. is the owner of the following described real property, to wit:

A part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE/4 NE/4 NW/4) of Section Eight (8), Township Twenty-six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, being more particularly described as follows:

Commencing at the NE corner of the NE/4 NE/4 NW/4 of Section 8, Thence South 30 feet to the point of beginning; thence South 630 feet; thence West 660 feet; thence North 359 feet to a point in the East right-of-way of Beck Drive (The old Inter-Urban Drive) thence North 32° 53' West 61.9 feet to the point of a curvature of a curve to the right; thence along said curve, having a cord of approximately 300 feet, to a point in the South right-of-way of Tuxedo Boulevard, said point being approximately 230 feet East of the NW corner of the NE/4 NE/4 NW/4 of Section 8, Township 26 North, Range 13 East; thence East 430 feet to the point of beginning.

AND, WHEREAS, MUELLER DEVELOPMENT COMPANY, INC. has caused said property to be annexed to the City of Bartlesville as Canterbury Square, an addition to the City of Bartlesville, Washington County, Oklahoma,

AND, WHEREAS, the land is being developed for residential purposes.

NOW, THEREFORE, for the purpose of providing an orderly development in the above described plat and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successor in title to the aforesaid property, MUELLER DEVELOPMENT COMPANY, INC. does hereby impose the following restrictions on all said land embraced in Canterbury Square Addition to which it shall be incumbent upon its successors in title to adhere, and any person or corporation, hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in Canterbury Square Addition, shall take, hold and convey same subject to the following restrictions, subject to the right to alter or amend as provided in Article VIII -3.

ARTICLE I.

1. MUELLER DEVELOPMENT COMPANY, INC. in recording the Plat, the Covenants, Conditions and Restrictions, has designated certain areas as Common Areas. These areas are intended for the private use by the Homeowners in Canterbury Square Addition and are not dedicated to the public for their uses. An access easement is hereby granted over and across the Common Areas to the City of Bartlesville, Oklahoma, for services rendered by the City, and to the United States of America for postal service.

68704

BOOK 732 PAGE 387

ARTICLE II.

DEFINITIONS

1. Canterbury Square Association, Inc. is a non-profit corporation organized under Title 18 § 851 et seq. of the Oklahoma Statutes. Each owner of a building site in Canterbury Square Addition shall be a member of the Corporation in accordance with the By-Laws which are set forth in Exhibit "A" attached hereto. Canterbury Square Association, Inc. shall be the owner of the Common Areas as shown on the plat of Canterbury Square Addition. Canterbury Square Association, Inc. is sometimes hereinafter referred to as "Association."

2. Lots shall be those lots as shown on the plat of Canterbury Square Addition, hereinafter sometimes referred to as the "Addition."

3. Common Areas shall consist of land in the Addition outside the lots as shown on the plat of the Addition.

4. Owner shall be any person or corporation having title to a building site in the Addition.

ARTICLE III.

BUILDING AND USE RESTRICTIONS

1. All lots shall be used exclusively for residential purposes, and 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. One building site shall be on Lots 1 through 10, and a maximum of 36 units may be on Lots 11 through 32. Tract A shall contain a maximum of 24 building sites.

3. No structure shall be erected, placed, or permitted to remain on any building site, other than one simple family residence, duplexes, multi-family units, and buildings appurtenant thereto such as a garage, servant's quarters, children's playhouse, swimming pool, and garden shelter.

4. No nuisance shall be committed upon any lots, and fowl, livestock or other animals that may be offensive or annoying to the neighborhood shall not be permitted, with the exception of bonafide house pets such as dogs and cats, which do not make objectional noise or otherwise constitute a nuisance.

5. No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.

6. No building shall be moved from another location onto the Addition.

7. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line of any building site unless approved by Mueller Development Company, Inc.

BOOK 732 PAGE 388

8. No sign of any kind shall be displayed on any lot except a sign showing the street address and name of the occupant, and all such signs shall be approved by the Association, except that in the event a building site is for sale or lease, a sign no larger than two feet by three feet may be placed on the property for such purpose.

9. Prior to July 1, 1999, no building shall be erected, placed, or altered on any building site in this Addition unless and until the builder or builders thereof, together with the building plans, specifications and plot plans showing the locations of such buildings have been approved in writing by Mueller Development Company, Inc. as to conformity and harmony of external design and materials with other structures in Canterbury Square Addition, and as to location of said building with respect to topography and finished ground elevation.

10. Front building lines will be as shown on the plat. Side yard building lines will be a minimum of ten feet between structures for Lots 1 through 32. Rear yard requirements shall be as per MAPC zoning regulations for exterior perimeter lots and for interior lots shall be 15 feet minimum.

11. (a) Overhead pole lines for the supply of electric service may be located along Lots 1, 2, 3, 4, 5, 6, 30, 29, 28, 27, 26, 25, 24, 23, 22, 14, 13, 12, 11, and a parcel of land described as Tract "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 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.

ARTICLE IV.

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of Lien and Personal Obligation for Assessments.

Each Owner by the acceptance of a deed for property in the Addition covenants and agrees to pay to the Association:

- (a) Annual assessments or charges in a minimum amount of \$120.00; and
- (b) Special assessments for capital improvements.

The annual and special assessments together with interest shall be a charge on the land of the respective Owners. Each such assessment together with interest, costs and a reasonable attorney's fee, if the services of an attorney are required, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but such assumption shall not impair the right of the Association to pursue its remedies against the former Owner.

2. Purpose of Assessment.

The assessments levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment of the residents in the properties and for the improvement and maintenance of the Common Areas.

3. Basis for Assessments.

Each Owner shall be assessed for each building site owned, and assessments for each building site shall be equal in amount, EXCEPT that all assessments made for undeveloped building sites shall be twenty per cent (20%) of assessments for developed building sites.

4. Limitation on Assessments.

Mueller Development Company, Inc. covenants that it will provide all funds necessary for the maintenance of the Addition until January 1, 1981.

5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized, the Association may levy at any time subsequent to January 1, 1981, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided such assessment shall have the vote or written consent of a majority of the members of the Association.

6. Notice and Quorum for Any Action Authorizing Assessments.

Any action authorizing assessments shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting. Any owner may give to any other owner his written proxy to cast his vote at said meeting.

BOOK 732 PAGE 390

7. Effect of Non-Payment of Assessments.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve per cent (12%) per annum. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. No owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein because of non-use of the Common Areas or abandonment of his building site.

8. Subordination of the Lien and Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any building site pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale. No sale or transfer shall relieve any subsequent Owner from the lien thereof.

9. Scope of Assessments.

The assessments provided for in this Declaration shall be made solely for the purpose of defraying the costs of the Association in connection with the Common Areas and recreational areas.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a building site is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any building site which is subject to assessment.

2. The Association shall have one (1) class of voting membership, and each owner of a building site shall be entitled to one (1) vote. When more than one person owns an interest in any one building site, all such persons shall be members. The vote shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast with respect to any one building site. If an owner owns more than one (1) building site, he shall have as many votes as sites owned. Anything herein to the contrary notwithstanding, the undersigned shall be entitled to three (3) votes for each building site owned by the undersigned.

ARTICLE VI.

RESERVATION OF RIGHT TO DEDICATE COMMON AREAS  
OR PARTS THEREOF

1. The Association on vote of two-thirds (2/3) of its members, reserves the right to make a public dedication of all or any part of the Common Areas for streets and public use and to dedicate public utility easements in the Common Areas.

ARTICLE VII.

EXTERIOR MAINTENANCE

1. Each owner shall be responsible for the care, preservation, maintenance and repair of his premises and the improvements situated thereon, in accordance with reasonable standards.

ARTICLE VIII.

GENERAL PROVISIONS

1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

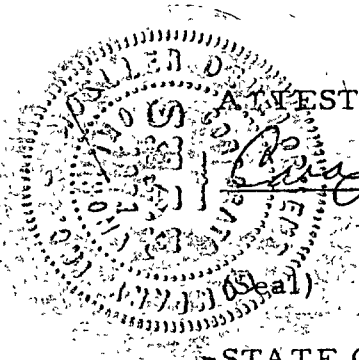
3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the building site owners. Any amendment must be recorded.

IN WITNESS WHEREOF, MUELLER DEVELOPMENT COMPANY, INC. has caused these presents to be signed in its name by its President and the Corporate Seal to be affixed, attested by its Secretary at Bartlesville, Oklahoma, the 3rd day of December, 1979.

Mueller Development Company, Inc.

By [Signature] President

ATTEST: [Signature] Secretary



STATE OF OKLAHOMA )
) SS
WASHINGTON COUNTY )

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of December, 1979, personally appeared Duane Mueller, to me known to be the identical person who subscribed the name of the maker thereof 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.

Given under my hand and seal of office the day and year last above

written.

[Signature] Notary Public

My commission expires:

10-22-83

BOOK 732 PAGE 392



AMENDMENT TO OWNER'S DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS COVERING CANTERBURY  
SQUARE PLANNED UNIT DEVELOPMENT, AN ADDITION TO  
THE CITY OF BARTLESVILLE, OKLAHOMA

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by a document entitled "OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" Mueller Development Company caused to be imposed certain restrictions upon all of the land located in Canterbury Square Planned Unit Development, an Addition to the City of Bartlesville, Washington County, Oklahoma, which said document is dated December 3, 1979, and is recorded in Book 732, page 387, in the office of the County Clerk of Washington County, Oklahoma; and,

WHEREAS, paragraph 10 of Article III of said document sets forth various building lines covering the lots in said addition; and,

WHEREAS, paragraph 3 of Article VIII provides that any of the restrictions contained in said document may be amended by an instrument signed by not less than 75% of the building site owners; and,

WHEREAS, the undersigned are the owners of more than 75% of the building sites located within said addition and desire to amend paragraph 10 of Article III.

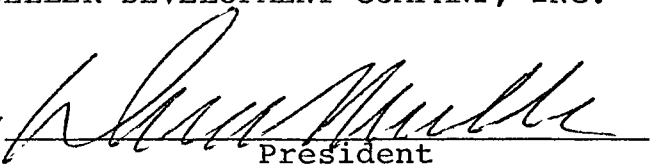
NOW THEREFORE, in consideration of the premises, paragraph 10 of Article III of said document is hereby amended to read as follows:

"10. Front building lines will be as shown on the plat except that for Lots 15,16,17 & 18 the front building line shall be 17 feet. Side yard building lines will be a minimum of 10 feet between structures for Lots 1 through 32. Rear yard requirements shall be as per MAPC zoning regulations for exterior perimeter lots. Rear yard requirements for interior lots shall be 15 feet minimum, except that for Lots 15,16,17 & 18 the rear yard minimum shall be 6.5 feet and for Lots 30,31 & 32 shall be 9 feet."

DATED this 29th day of April, 1981.

MUELLER DEVELOPMENT COMPANY, INC.

By

  
President

(Seal)

ATTEST:

  
Secretary

86505

BOOK 763 PAGE 337



2 Donald D. Muller & Naomi R. Mueller  
Lot 11 and E 48' of Lot 12

2 Kath Carter & Betty Carter  
Lot 30 and E 1/2 of Lot 31

Gerald E. Chaney & Brian J. Chaney  
Part of Lot 29

Shevard R. Shevard  
E. 50' of Lot 31 less the W 0.40'

2 Ann M. Howard  
Lot 15, and E. 4.2' of Lot 16 and W. 47' of Lot 17

Carl E Kleinmann  
E 50' of Lot 26, and W 60' of Lot 27

L. June Kleinmann

Huld Thum White & Mary Helen White  
Lot 7

Ethel Matthews  
Lot 32 and the W 0.40' of the W 1/2 of Lot 31

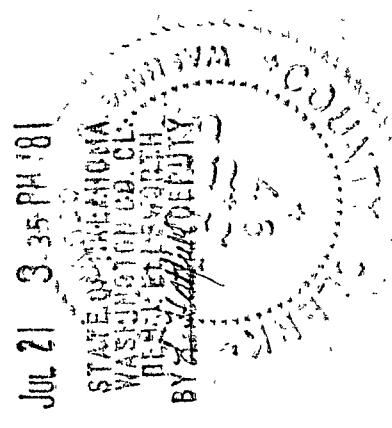
Fred E. Zeeb  
S 49.30' of N 54.10' of Lot 23

Ruth E. Alden  
Part of Lot 18

Yvonne L. Fry  
W 50' of Lot 16

Envelyn E. Helm  
Part of Lot 18

FILED



STATE OF OKLAHOMA  
WASHINGTON COUNTY

The foregoing instrument was acknowledged before me this 28th day of May, 1981, by the above persons who signed the document.

My commission expires: 10-22-83

Alice L. Ellis  
Notary Public

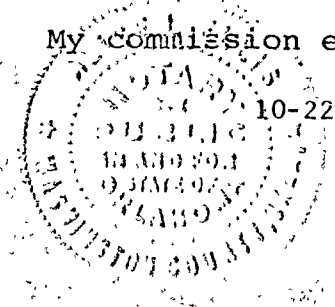
BOOK 763 PAGE 338

STATE OF OKLAHOMA  
WASHINGTON COUNTY

The foregoing instrument was acknowledged before me this 28th day of May, 1981, by Duane K. Mueller, President of Mueller Development Company, Inc., an Oklahoma corporation, on behalf of the corporation.

My commission expires: 10-22-83

Alice L. Ellis  
Notary Public



✓

I certify that I am the Developer of Canterbury Square Planned Unit Development, an addition to the City of Bartlesville, Oklahoma. I further certify that there are 67 building sites located within said addition. I further certify that the attached Amendment contains the signatures of the owners of 53 building sites, which is more than 75% of the total building sites located within said addition.

*Duane Mueller*  
Duane Mueller

STATE OF OKLAHOMA

WASHINGTON COUNTY

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 1981, by Duane Mueller.

My commission expires:  
Feb 20, 1982

*Margaret L. Collins*  
Notary Public

BOOK 763 PAGE 339

FILED

AMENDMENT TO OWNER'S DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FEB 12 2 25 PM '82

WHEREAS, Mueller Development Company, Inc., filed a document entitled "Owner's Declaration of Covenants, Conditions and Restrictions" covering Canterbury Square, an addition to the city of Bartlesville, Washington County, Oklahoma, which document is recorded in Book 732, page 387, in said County; and,

WHEREAS, certain rights have been reserved therein unto Mueller Development Company, Inc., which rights the undersigned desires to transfer and relinquish.

NOW THEREFORE, in order to carry out the original intent of said document, the undersigned hereby agrees as follows:

That Article III, paragraph 9 of said document shall read as follows:

"9. Prior to July 1, 1999, no building shall be erected, placed or altered on any building site in this Addition unless and until the builder or builders thereof, together with the building plans, specifications and plot plans showing the location of such buildings, have been approved in writing by the Board of Directors of Canterbury Square Association, Inc. as to conformity and harmony of external design and materials with other structures in Canterbury Square Addition, and as to location of said building with respect to topography and finished ground elevation."

That Article V, paragraph 2, shall read as follows:

"2. The Association shall have one (1) class of voting membership, and each owner of a building site shall be entitled to one (1) vote. When more than one person owns an interest in any one building site, all such persons shall be members. The vote shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast with respect to any one building site. If an owner owns more than one (1) building site, he shall have as many votes as sites owned. Anything herein to the contrary notwithstanding, the undersigned shall be entitled to three (3) votes for each building site owned by the undersigned, until such time as the undersigned sells seventy-five (75) percent of the building sites and, at that time, the undersigned shall only be entitled to one (1) vote for each site owned."

DATED this 11th day of January, 1982.

MUELLER DEVELOPMENT COMPANY, INC.

By [Signature]  
President

[Signature]  
Secretary

STATE OF OKLAHOMA  
WASHINGTON COUNTY

The foregoing instrument was acknowledged before me this 11th day of January, 1982, by Duane Mueller, President of Mueller Development Company, Inc., an Oklahoma Corporation, on behalf of the corporation.

My commission expires:

2-20-82

[Signature]  
Notary Public

92573

BOOK 773 PAGE 713

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS COVERING CANTERBURY SQUARE ADDITION TO THE  
CITY OF BARTLESVILLE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the owner of the following described land filed on December 4, 1978, in the office of the County Clerk of Washington County, Oklahoma, its Declaration of Covenants, Conditions and Restrictions which were recorded in Book 732, Page 387 in said office; and

WHEREAS the undersigned are the owners of more than seventy-five percent (75%) of the building sites and desire to amend said Declaration to read as follows:

NOW THEREFORE, said Declaration of Covenants, Conditions and Restrictions is hereby amended to read as follows:

WHEREAS, the undersigned are the owners of the following described land situate in Washington County, Oklahoma, to-wit:

A part of the NE/4 NE/4 NW/4 of Section 8, T26N, R13E, Washington County, Oklahoma, described as follows:

Commencing at the NE corner of the NE/4 NE/4 NW/4 of Section 8, thence S 30 feet to the P.O.B.: thence S 630 feet; thence W 660 feet; thence N 359 feet to a point in the E right of way of Beck Drive (The old Inter-Urban Drive) thence N 32°53' E 61.9 feet to the point of a curvature of a curve to the right; thence along said curve, having a cord of approximately 300 feet, to a point in the S right of way of Tuxedo Boulevard, said point being approximately 230 feet E of the NW corner of the NE/4 NE/4 NW/4 of Section 8, T26N, R13E; thence E 430 feet to the P.O.B.

AND WHEREAS, the above described land has been annexed to the City of Bartlesville as Canterbury Square, an addition to the City of Bartlesville, Washington County, Oklahoma.

NOW THEREFORE, the undersigned hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "ASSOCIATION" shall refer to Canterbury Square Association, Inc., their successors and assigns.

2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any building site which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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BOOK 847 PAGE 2167

4. "COMMON AREA" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is all land in the addition outside of the lots as shown on the plat of the addition. In addition, the Association is the owner of all of Lot 29 except the West 40.2 feet thereof, and a part of Lots 17 and 18 and all of Tract B of the Canterbury Square Addition to the City of Bartlesville, Oklahoma.

5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

6. "DECLARANT" shall mean and refer to the undersigned, their successors and assigns.

7. "BUILDING SITE" is a parcel of land on which a structure may be built. There is one building site on each of Lots 1 through 10, and a maximum of thirty-three building sites on Lots 11 through 32, and Tract A shall contain twelve building sites.

## ARTICLE II

### PROPERTY RIGHTS

1. OWNERS' EASEMENTS OF ENJOYMENT. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

2. DELEGATION OF USE. Any Owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the member of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a building site which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any building site which is subject to assessment.

2. The Association shall have one class of voting membership and each owner of a building site shall be entitled to one vote. When more than one person owns an interest in any one building site, all such persons shall be members, the vote shall be exercised as they among themselves determine and in no event shall more than one vote be cast with respect to any one building site. If an Owner owns more than one building site, he shall have as many votes as sites owned.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The undersigned, for each building site owned within the properties, hereby covenants, and each owner of any building site by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (A) Annual assessments or charges, (B) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.
3. ANNUAL ASSESSMENT. The annual assessment shall be set by the Board of Directors of the Association, provided however the annual assessment cannot be increased by more than 2% over the previous year without a two-thirds prior approval of the members.
4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a duly called meeting for this purpose.
5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be mailed to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at a subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all building sites and may be collected on an annual basis except that all assessments on undeveloped building sites shall be twenty percent (20%) of assessments for developed sites.
7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all building sites on the date established by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each building site at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the

BOOK 847 p. 2189

Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified building site have been paid. A properly executed certificate of the Association as the status of assessments on a building site is binding upon the Association as of the date of its issuance.

8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his building site. The prevailing party shall be entitled to recover a reasonable attorney's fee.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives of the Board. In the event said Board, or its designated committee, fails to approve or disapprove such a design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

#### ARTICLE VI

##### EASEMENT FOR SERVICES

The Common Areas are intended for the private use by homeowners in Canterbury Square Addition and are not dedicated to the public for their uses. An access easement is hereby granted over and across the Common Areas to the City of Bartlesville, Oklahoma, for services rendered by the City and to the United States of America for postal services.

#### ARTICLE VII

##### BUILDING AND USE RESTRICTIONS

1. All lots shall be used exclusively for residential purposes and 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. One building site may be on each of lots 1 through 10 and a maximum of thirty-three (33) building sites may be on lots 11 through 32. Tract A shall contain a maximum of twelve (12) building sites.

3. No structure shall be erected, placed or permitted to remain on any building site, other than one single family residence, duplexes, multi-family units and buildings appurtenant thereto, such as a garage, servants' quarters, children's playhouse, swimming pool and garden shelter.

4. No nuisance shall be committed upon any building sites, and fowl, livestock or other animals that may be offensive or annoying to the neighborhood, shall be permitted, with the exception of bona fide house pets such as dogs and cats which do not make objectionable noise or otherwise constitute a nuisance.

5. No trailer, basement, tent, garage or other outbuildings shall be used at any time as a residence.

6. No building shall be moved from another location onto the addition.

7. No satellite dishes or external antennae shall be allowed.

8. No fence, whether ornamental or otherwise, shall be erected nearer to the front building line than the front building line of any building site, unless approved by the Board of Directors of the Association.

9. No signs of any kind shall be displayed on any lot, except a sign showing the street address and name of the occupant, and all such signs shall be approved by the Association, except that in the event a building site is for sale or lease, a sign no larger than two feet by three feet (2'X3') may be placed on the property for such purpose.

10. Front building lines will be as shown on the plat, except that for lots 15, 16, 17 and 18, the front building line shall be seventeen feet (17'). Side yard building lines will be a minimum of ten feet (10') between structures for lots 1 through 32 except that they shall be nine feet (9') as to lot 26 only. Rear yard requirements shall be as per Metropolitan Area Planning Commission Zoning Regulations for Exterior Perimeter Lots. Rear yard requirements for interior lots shall be fifteen feet (15') minimum, except that for lots 15, 16, 17 and 18, the rear yard minimum shall be six and one-half feet (6 1/2') and for lots 30, 31 and 32, shall be nine feet (9').

11. (A) Overhead pole lines for the supply of electric service may be located along lots 1, 2, 3, 4, 5, 6, 30, 29, 28, 27, 26, 25, 24, 23, 22, 14, 13, 12, 11 and a parcel of land described as Tract A and along the West and North property lines Tract C. 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 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 building sites 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 building sites 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 building site; 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 (5') strip extending two and one-half feet (2 1/2') on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

BOOK 847 p. 2491



(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 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.

### ARTICLE VIII

#### EXTERIOR MAINTENANCE

Each owner shall be responsible for the care, preservation, maintenance and repair of his premises and the improvements situated thereon, in accordance with reasonable standards.

### ARTICLE IX

#### GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENTS. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from December 4, 1979, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than the owners of seventy-five percent (75%) of the building sites. Any amendment must be recorded.

Section 4. ANNEXATION. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of the voting members.

IN WITNESS WHEREOF the undersigned, being all of the owners of the land above described, have hereunto set their hands and seals this 28th day of January, 1988.

BOOK 847  
PAGE 2192

James A. Lemons  
James A. Lemons

Mary Eva Haney  
Mary Haney Lot 1

Cynthia G. Lemons  
Cynthia G. Lemons Lot 2

William L. Fawcett  
William L. Fawcett

Ronald W. Fulks  
Ronald W. Fulks Lot 3

Arline B. Fawcett  
Arline B. Fawcett Lot 4, Pt. 5

Charles D. Johnson  
Charles D. Johnson

Rita D. Johnson  
Rita D. Johnson Part Lot 5

Daniel A. Withers  
Daniel A. Withers

Patricia J. Withers  
Patricia J. Withers Lot 6

H. T. White  
H. T. White

Mary Helen White  
Mary Helen White Lot 7

S. Amy Hughes  
S. Amy Hughes Part Lot 8

Ernest W. Caswell  
Ernest W. Caswell

Shirley L. Caswell  
Shirley L. Caswell Part 8, 9

James C. Patterson Jr.  
James C. Patterson Jr. Part 9, 10

Robert Topp Robertson  
Robert Topp Robertson Part 11, 12

W. L. Phillips  
W. L. Phillips Part 12, 13

Roy E. Russell  
Roy E. Russell

Mary Lou Russell  
Mary Lou Russell Part 13, 14

Harold W. Barber  
Harold W. Barber

Mary E. Barber  
Mary E. Barber Part Lot 13

Don N. Babcock  
Don N. Babcock

Gladys E. Babcock  
Gladys E. Babcock Part Lot 14

Robert D. Bogue  
Robert D. Bogue Lot 15

Jane Westbrook  
Jane Westbrook Part Lot 16

Yvonne L. Fry  
Yvonne Fry Part Lot 16

Ann M. Howard  
Ann M. Howard Part 16, 17

Evelyn E. Helm  
Evelyn E. Helm Part Lot 18

William B. Belknap  
William B. Belknap

Ruth Alden  
Ruth Alden Part 17, 18

Carolyn L. Belknap  
Carolyn L. Belknap Part 18, 19, 20

Charles B. Friley  
Charles B. Friley

Mary Friley  
Mary Friley Part Lot 20

(2)

BOOK 857 p. 2193

FILED

MAR 31 3 31 PM '88  
MAR 31 3 31 PM '88  
STATE OF OKLAHOMA  
COUNTY OF LOGAN  
WARRANT FOR DEED  
BY FILE CLERK DEPUTY  
BY M. Miller DEPUTY

Vernon E. Cain Lot 21

Gertrude A. Kuepker  
Gertrude A. Kuepker Part 22, 23

Fred E. Zeeb  
Fred E. Zeeb Trustee Part 23

M. Lucille Hendrickson  
Lucille N. Hendrickson Part 23

Thelma Boxell Part 24

Mozelle I. Nett Part 24

Louise C. Reed  
Louise C. Reed Part 26

VOID

(void)

Earl E. Kleinmann

L. June Kleinmann Part 26, 27

Jane Westbrook  
Jane Westbrook Part 27, 28

Glenn H. Dale  
Glenn H. Dale

Vivian Dale  
Vivian Dale Part 28

Gerold E. Chaney  
Gerold E. Chaney

Verian J. Chaney  
Verian J. Chaney Part 28, 29

Betty R. Carter  
Betty R. Carter Lot 30

Verle A. Kannard  
Verle A. Kannard

Virgie M. Kannard  
Virgie M. Kannard Part 31

Caroline E. Thomas  
Caroline E. Thomas Part 31

Ethel Matthews  
Ethel Matthews Part 31, 32

MUELLER DEVELOPMENT CO., INC.

By [Signature]  
President Tracts A&C

Attest: [Signature]  
(SEAL) Secretary

CANTERBURY SQUARE ASSOCIATION, INC.

By [Signature]  
President Tract B and  
Part of Lots 17 and 29

Attest: [Signature]  
(SEAL) Secretary

UNION BANK AND TRUST,  
BARTLESVILLE, OKLAHOMA,  
Trustee of Louann K. Stinson  
Trust

By \_\_\_\_\_  
Senior Vice President  
Part of Lot 25

Attest: \_\_\_\_\_  
(SEAL) Secretary

BOOK 847 p. 2194

	Mary Haney	Lot 1
James A. Lemons	Cynthia G. Lemons	Lot 2
	Ronald W. Fulks	Lot 3
William L. Fawcett	Arline B. Fawcett	Lot 4, Pt. 5
Charles D. Johnson	Rita D. Johnson	Part Lot 5
Daniel A. Winters	Patricia J. Winters	Lot 6
H. T. White	Mary Helen White	Lot 7
Paul D. Hughes	S. Amy Hughes	Part Lot 8
Ernest W. Caswell	Shirley L. Caswell	Part 8,9
	James C. Patterson Jr.	Part 9,10
	Robert Topp Robertson	Part 11,12
	W. L. Phillips	Part 12,13
Roy E. Russell	Mary Lou Russell	Part 13,14
Harold W. Barber	Mary E. Barber	Part Lot 13
<i>Don N. Babcock</i>	<i>Gladys E. Babcock</i>	
✓ Don N. Babcock	✗ Gladys E. Babcock	Part Lot 14
	Robert D. Bogue	Lot 15
	Jane Westbrook	Part Lot 16
	Yvonne Fry	Part Lot 16
	Ann M. Howard	Part 16,17
	Evelyn E. Helm	Part Lot 18
	Ruth Alden	Part 17,18
William B. Belknap	Carolyn L. Belknap	Part 18,19,20
Charles B. Friley	Mary Friley	Part Lot 20

BOOK 857 ... 2795

	Mary Haney	Lot 1
James A. Lemons	Cynthia G. Lemons	Lot 2
	<i>Ronald W. Fulks</i>	
	Ronald W. Fulks	Lot 3
William L. Fawcett	Arline B. Fawcett	Lot 4, Pt. 5
Charles D. Johnson	Rita D. Johnson	Part Lot 5
Daniel A. Winters	Patricia J. Winters	Lot 6
H. T. White	Mary Helen White	Lot 7
Paul D. Hughes	S. Amy Hughes	Part Lot 8
Ernest W. Caswell	Shirley L. Caswell	Part 8, 9
	James C. Patterson Jr.	Part 9, 10
	Robert Topp Robertson	Part 11, 12
	W. L. Phillips	Part 12, 13
Roy E. Russell	Mary Lou Russell	Part 13, 14
Harold W. Barber	Mary E. Barber	Part Lot 13
Don N. Babcock	Gladys E. Babcock	Part Lot 14
	Robert D. Bogue	Lot 15
	Jane Westbrook	Part Lot 16
	Yvonne Fry	Part Lot 16
	Ann M. Howard	Part 16, 17
	Evelyn E. Helm	Part Lot 18
	Ruth Alden	Part 17, 18
William B. Belknap	Carolyn L. Belknap	Part 18, 19, 20
Charles B. Friley	Mary Friley	Part Lot 20

BOOK 847 PAGE 2196

STATE OF OKLAHOMA )  
 ) ss:  
WASHINGTON COUNTY )

The foregoing instrument was acknowledged before me this 31st day of March, 1988, by Mary Haney Eva Haney, James A. Lemons, Cynthia G. Lemons, William L. Fawcett, Arline B. Faucett, Charles D. Johnson, Rita D. Johnson, H. T. White, Mary Helen White, S. Amy Hughes, Ernest W. Caswell, Shirley L. Caswell, James C. Patterson, Jr., W. L. Phillips, Harold W. Barber, Mary E. Barber, Robert D. Bogue, Jane Westbrook, Yvonne Fry, Ann M. Howard, William B. Belknap, Carolyn L. Belknap, Charles B. Friley, Mary Friley, Gertrude A. Kuepker, Fred E. Zeeb, Trustee, N. Lucille Hendrickson, Jane Westbrook, Glenn H. Dale, Vivian Dale, Gerold E. Chaney, Verian J. Chaney, Betty R. Carter, Verle A. Kannard, Virgie M. Kannard, Caroline E. Thomas, Ethel Matthews, Don N. Babcock, Gladys E. Babcock, Ronald W. Fulks.

(SEAL)

Sunny Danziger  
Notary Public

My Commission Expires:

7-21-90

STATE OF OKLAHOMA )  
 ) ss:  
WASHINGTON COUNTY )

The foregoing instrument was acknowledged before me this 31st day of March, 1988, by Duane Mueller, on behalf of Mueller Development Co., Inc. and by Harold W. Barber on behalf of Canterbury Square Association, Inc.

(SEAL)

Sunny Danziger  
Notary Public

My Commission Expires:

7-21-90

BOOK 847 pg. 2497

AMENDMENT TO OWNER'S DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS COVERING CANTERBURY  
SQUARE PLANNED UNIT DEVELOPMENT, AN ADDITION TO  
THE CITY OF BARTLESVILLE, OKLAHOMA

---

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by a document entitled "OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" Mueller Development Company caused to be imposed certain restrictions upon all of the land located in Canterbury Square Planned Unit Development, an Addition to the City of Bartlesville, Washington County, Oklahoma, which said document is dated December 3, 1979, and is recorded in Book 732, page 387, and an Amended Declaration of Covenants is dated January 28, 1988, and is recorded in Book 847, page 2187, in the office of the County Clerk of Washington County, Oklahoma; and,

WHEREAS, paragraph 7 of Article VII provides that no satellite dishes or external antennae shall be allowed; and, WHEREAS, the undersigned are the owners of more than 75% of the building sites located within said addition and desire to amend said paragraph to read as follows:

"7. Small satellite dishes (normally described as 18" or smaller) will be allowed as long as approval is obtained from the Board of Directors concerning placement as defined under Article V--Architectural Control. "

IN WITNESS WHEREOF the undersigned, being owners of the building sites of Canterbury Square Planned Unit Development, have hereunto set their hands and seals this

26 day Aug, 1999.



DOC NUMBER 99030237  
BOOK 927  
PAGES 2268 - 2271  
TIME 9:26:00  
FEE 14.00  
08/27/1999  
Marjorie Parrish  
Washington County Clerk  
RECORDED AND FILED



30237

BK 0927 PG 2268

Karen Dunn <i>Karen Dunn</i>	Larry Dunn <i>Larry Dunn</i>	Lot 1
	Connie Teehee <i>Connie Teehee</i>	Lot 2
	Karen Ladd <i>Karen E. Ladd</i>	Lot 3
Arlene B. Fawcett	William L. Fawcett	Lot 4 Pt. 5
	Patricia Morgan <i>Patricia Morgan</i>	Part Lot 5
Janet Duncan <i>Janet Duncan</i>	Lewis Duncan <i>Lewis Duncan</i>	Lot 6
	H. T. White <i>H. T. White</i>	Lot 7
Kathy Landon <i>Kathy Landon</i>	Ron Landon <i>Ron Landon</i>	Part Lot 8
Ella Stepney <i>Ella Stepney</i>	James Stepney <i>James R. Stepney</i>	Part 8, 9
	James C. Patterson, Jr. <i>James C. Patterson, Jr.</i>	Part 9, 10
	Robert Topp Robertson <i>Robert Topp Robertson</i>	Part 11, 12
	Leota Tolbert	Part 12, 13
Mary Lou Russell	Roy E. Russell	Part 13, 14
Dorothy Overton	Al Overton	Part Lot 13
	<del>Howard Heaton</del> Rhonda Mikels <i>Rhonda Mikels</i>	Part Lot 14
Meg Fromm <i>Meg Fromm</i>	E. H. Fromm <i>E. H. Fromm</i>	Lot 15
	Genevieve Yates <i>Genevieve W. Yates</i>	Part Lot 16
	Gladys Brown <i>Gladys M. Brown</i>	Part Lot 16
	Phillip Murrell <i>Phillip Murrell</i>	Part 16, 17
	Evelyn E. Helm <i>Evelyn E. Helm</i>	Part Lot 18
	Mary Ella Bailey <i>Mary Ella Bailey</i>	Part 17, 18
	Sandra Krause <i>Sandra Krause</i>	Part 18, 19
	Norma Lupfer <i>Norma Lupfer</i>	Part 20
	M. Louise Chastain	Part 20





STATE OF OKLAHOMA )  
 ) ss:  
WASHINGTON COUNTY )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Aug, 1999  
by Larry Dunn, Karen Dunn, Connie Teehee, Karen E. Ladd, Patricia Morgan, Lewis Duncan, Janet  
Duncan, H. T. White, Ron Landon, Kathy Landon, James Stephney, Ella Stephney, James C. Patterson, Jr.,  
Rhonda Mikels, E. H. Fromm, Meg Fromm, Genevieve A. Yates, Gladys M. Brown, Phillip Murrell,  
Evelyn E. Helm, Mary Ella Bailey, Sandra Krause, Norma Lupfer, Marilyn Levenson, Neil Jackson,  
Alice Jackson, Wanetta Blair, N. Lucille Henrickson, Harold Walters, Mary McDonald, Virginia Tindall,  
Rita Lollar, Dick Padgett, Daisalee Padgett, Earl Harris, Vanessa Harris, Carl McCullough, Margaret  
McCullough, Marge Richardson, Mavis Young, Virgie M. Kannard, Ruth Brown, Howard Simonson, Betty  
Simonson.

Patricia Jenner  
Notary Public



STATE OF OKLAHOMA )  
 ) ss:  
WASHINGTON COUNTY )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Aug, 1999  
by Duane Mueller, on behalf of Mueller Development Co., Inc., and by Larry Dunn  
on behalf of Canterbury Square Association, Inc.

Patricia Jenner  
Notary Public



Larry Dunn  
100 Canterbury Ct  
Bartlesville, OK 74006

BK 0927 PG 2271