

ADAMS HILLS ADDITION  
REPLAT OF THE NORTH 1036.04 FEET OF LOT "G"

COVENANTS, CONDITIONS, AND RESTRICTIONS  
ADAMS PROFESSIONAL P.U.D.  
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

Adams Realty Company, 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 owners in the 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.

I

DEFINITIONS

(1) Parcels shall be those parcels as shown on the Plat of the Addition, or any portion of a parcel, hereinafter referred to as the "Addition".

(2) Owner shall be any person or corporation having title to a parcel or any portion of a parcel in the Addition.

(3) Architectural Committee shall be the persons appointed by the Grantor of the Addition to serve in that capacity. The Architectural Committee shall consist of three persons and shall include at least two owners, provided, however, two of such committee members may be representatives of the Grantor so long as Grantor owns any parcel within the Addition.

(4) Common Areas shall be all access easements in the Addition.

II

(1) All parcels, except parcels G-G and G-H shall be used exclusively for professional office purposes, and each building or other structure shall be used either in whole or in part as a professional office or an accessory use thereof. Parcel G-G shall be used exclusively for parking purposes. Parcel G-H shall be used exclusively for multi-family residential and related purposes.

(2) A building site of plot may be one parcel, more than one parcel, or less than one parcel. The Architectural Committee must approve all site and building plans before they are submitted to the City for building permits.

(3) Except as to Parcels G-G and G-H, no structure shall be erected, placed, or permitted to remain on any building site, other than professional offices and building appurtenant thereto, such as a garage or garden shelter.

STATE OF OKLAHOMA  
Washington County  
This Instrument was filed for

JAN 31 1980  
at 4:20 o'clock  
BEN J. ELLSWORTH, County Clerk  
By *M. Jester* Deputy

69965

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however, these buildings appurtenant must be physically attached to the building in a manner approved by the Architectural Committee.

(4) Each parcel shall contain at least sixteen parking spaces. All parcels will have parking spaces equal to or greater than the amount required by the Metropolitan Area Planning Commission Zoning Regulations.

(5) The outside foundation line of any part of the building, including garages, car ports, bay windows, chimneys, etc., shall be located a minimum of ten feet from each side property line of parcel. This ten-foot side yard must be landscaped and not used as a trash area.

(6) No nuisance shall be committed upon any parcel; fowl, livestock, or other animals that may be offensive or annoying to the neighborhood shall not be permitted.

(7) No trailer, basement, tent, garage, or other outbuilding shall at any time be used as an office.

(8) No building shall be moved from another location into the Addition.

(9) No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line of any plot unless granted by the Architectural Committee. Side and rear yard fences may be erected on the side and rear property lines, but shall not exceed six feet in height measured from the adjoining ground surface inside the wall. Type of fencing must be approved by the Architectural Committee. Cyclone fencing shall not be allowed.

(10) No sign of any kind shall be displayed on any parcel except a sign showing the street address and name of the occupant, and all such signs shall be approved by the Architectural Committee; except in the event that a parcel is for sale or lease, a sign not larger than two feet by two feet may be placed on the property for such purposes.

(11) Each office building shall have a service yard of not less than 100 square feet. The service yard shall house all trash receptacles and miscellaneous items. Plans for this area must be approved by the Architectural Committee.

(12) No boats, trailers, or recreational vehicles shall be parked, maintained, or stored in the Addition.

(13) Each office building shall be used to conduct professional services, such as doctors, dentists, attorneys, insurance agencies, engineers, architects, and general office space.

(14) All land not used for building or parking and drives shall be landscaped.

(15) The owner must install sleeves or conduits acceptable to the Architectural Committee for each utility in any parking area or drive that is to be paved over a platted utility easement before the utilities are installed.

(16) The supply of electricity throughout the Addition shall be provided, to the fullest extent deemed practicable, by

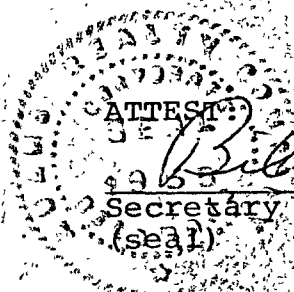
triangular storage area will be constructed around the 4-foot by 4-foot box grade inlet and limit discharge to an amount of 48 cubic feet per second. The permanent solution of retention at this corner may be accomplished either by open space or parking lot retention.

(18) The paved portion of all access easements shown on the Plat of the Addition crossing any parcel shall be maintained in a state of good repair by the owner of such parcel and the expenses of such maintenance shall be borne by such owner. All plans for such repair or maintenance work shall be submitted to the Architectural Committee for approval prior to commencement of repair or maintenance operations. All such access easements shall be Common Areas as hereinabove defined.

IN WITNESS WHEREOF, Adams Realty Company 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 day and year first above written.

ADAMS REALTY COMPANY

By Kenneth G. Adams  
President

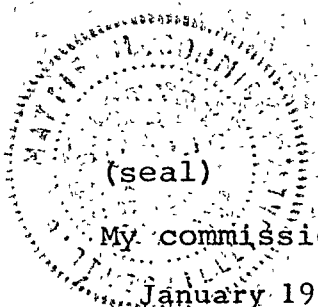


Bill J. Steen  
Secretary  
(seal)

STATE OF OKLAHOMA        )  
  ) ss.  
COUNTY OF WASHINGTON    )

Before me, the undersigned, a notary public, in and for said County and State, on this 25th day of January, 1980, personally appeared Kenneth G. Adams, 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.



Mattie McCormick  
Notary Public

My commission expires:  
January 19, 1984

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facilities located underground rather than overhead, and shall be subject to the following terms and conditions:

(a) Overhead pole lines for the supply of electric service may be located along the North and East sides of Lot G.

(b) Except to lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all buildings which may be located on all parcels 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 building as may be located on each said parcel, provided that upon the installation of such a service cable to a particular building, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said parcel, 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 building.

(c) The supplier of electric service, through its proper agents and employees, shall at all times have a right of access to all such easements-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 building shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grades or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground 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 parcel agrees to be bound hereby.

(17) A drainage system shall be constructed in the northeast corner of Parcel G-H at the expense of the owner of said parcel. No water from Parcel G-H shall be allowed to flow North across Brookline Park. A temporary 100-foot by 100-foot

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000327

# Adams Hills Office Park Bartlesville, Oklahoma

## Declaration of Covenants, Conditions, and Restrictions

BK 1051 PG 2668

Doc # 2007000327  
Bk 1051  
Pg 2668-2688  
DATE 01/11/07 09:04:22  
Filing Fee \$53.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
M. PARRISH

*M. Parrish*



**Declaration of Intent, Recitals, and Statement of Purpose**

This Declaration, made this 26<sup>th</sup> day of September, 2006, by Bartlesville Office Park, LLC, an Oklahoma Limited Liability Company, is made with reference to the following facts:

**RECITALS:**

- A. Bartlesville Office Park, LLC is the owner of the certain real property in the City of Bartlesville, County of Washington, State of Oklahoma, described in Exhibit A attached hereto and by this reference incorporated herein, and known as Adams Hills Office Park.
- B. Adams Hills Office Park is being developed as a planned medical and professional office park. It is Bartlesville Office Park, LLC's desire and intention to subject the real property in said office park to certain covenants, conditions, and restrictions for the benefit of the property, Bartlesville Office Park, LLC, and the purchasers of lots in Adams Hills Office Park. It is intended that said covenants, conditions, and restrictions bind and benefit not only said purchasers and Bartlesville Office Park, LLC but also their respective successors, heirs, and assigns and that all lots in Adams Hills Office Park should be held, used, leased, sold, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration. Said covenants, conditions, and restrictions replace all other previous covenants, conditions and restrictions.
- C. It is the intention of Bartlesville Office Park, LLC to further a plan of subdivision by means of the covenants, conditions, and restrictions set forth in this Declaration. Said covenants, conditions, and restrictions are intended to be common to all of the lots in Adams Hills Office Park and to enhance and protect the value, desirability, and attractiveness of all such lots to their mutual benefit.

BK 1051 PG 2669

**ARTICLE 1.  
Definitions**

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall, as used in this Declaration, have the meanings herein set forth:

- 1.1. **Architect.** The term "architect" shall mean a person holding a certificate of registration to practice architecture in the State of Oklahoma.
- 1.2. **Beneficiary.** The term "beneficiary" shall mean a mortgage under a mortgage as well as a beneficiary under a deed of trust.
- 1.3. **Declarant.** The term "declarant" shall mean Bartlesville Office Park, LLC and, to the extent provided in Article VIII of this Declaration, its successors and assigns.
- 1.4. **Declaration.** The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Adams Hills Office Park, as it may from time to time be amended or supplemented.
- 1.5. **Deed of Trust.** The term, "deed of trust" shall mean a mortgage as well as a deed of trust.
- 1.6. **Adams Hills Office Park.** The term "Adams Hills Office Park" shall be synonymous with the term "subject property" and shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.7. **Improvement – Improvements.** The term "improvement" or "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines sewers, electrical and gas

BK 1051 PG 2670

distributions facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

1.8. **Lot.** The term "lot" shall mean a fractional part of the subject property as subdivided on subdivision or parcel maps recorded from time to time in the County Clerks office of the County of Washington, State of Oklahoma.

1.9. **Mortgage.** The term "mortgage" shall mean a deed of trust as well as a mortgage.

1.10. **Mortgagee.** The term "mortgagee" shall mean a beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage.

1.11. **Occupant.** The term "occupant" shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in the lawful possession of a lot with the permission of the Owner.

1.12. **Owner.** The term "owner" shall mean and refer to any person or entity that is the record owner of fee simple title to any lot, excluding any entity or person who holds such interest as security for the payment of an obligation, but including contract sellers and any mortgagee or other security holder in actual possession of a lot.

1.13. **Record-Recorded-Recordation.** The terms "record", "recorded", or "recordation" shall mean, with respect to any document, the recordation of said document in the County Clerks office of Washington County, Oklahoma.

1.14. **Sign.** The term "sign" shall mean any structure, devise, or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

1.15. **Street-Streets.** The term "street" or "streets" shall mean any street, highway, road, or thoroughfare within or adjacent to the subject property and shown on any recorded subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.16. **Subject Property.** The term "subject property" shall be synonymous with the term "Adams Hills Office Park" and shall mean all the real property now or hereafter made subject to this Declaration.

**ARTICLE 2.  
Subject Property**

2.1. **General Declaration.** Declarant hereby declares that all of that real property located in the City of Bartlesville, Washington County, Oklahoma, and more particularly described in Exhibit A is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, build upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions, and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the subject property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their successors in interest as set forth in this Declaration.

2.2. **Addition of Other Realty.** Declarant may at any time during the pendency of this Declaration add all or a portion of any real property now or hereinafter owned by Declarant to the subject property, and upon recording of a notice of addition or real property containing at least the provisions set forth in Section 2.3, the provisions of this

Declaration specified in said notice shall apply to such added real property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers, and responsibilities of Declarant and the Owners and Occupants of lots within such added real property shall be the same as in the case of the real property described in Exhibit A.

2.3. **Notice of Addition to Land.** The notice of addition of real property referred to in Section 2.2 shall contain at least the following provisions:

- (a) A reference to this Declaration stating the date of recording and the book or books of records of Washington County, Oklahoma, and page numbers where this Declaration is recorded;
- (b) A statement that the provisions of this Declaration, or some specified part thereof, shall apply to such added real property;
- (c) A legal description of such added real property; and
- (d) Such other or different covenants, conditions, and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvements of such added real property.

### **ARTICLE 3. Design Review and Approval**

3.1. **Establishment of the Architectural Control Committee.** An Architectural Control Committee (ACC) shall be established to govern the design, construction, and maintenance of all improvements within Adams Hills Office Park so as to assure compliance with the intent and purpose of these covenants, conditions and restrictions. The ACC shall approve, in writing, the following:

- (a) Site clearing including grading and/or grubbing.
- (b) The removal of existing trees and/or vegetative cover.
- (c) New construction or the expansion or modification of existing improvements.

3.2. **Responsibility of the ACC.** No Improvement at Adams Hills Office Park shall commence, nor shall any change or addition be made to any existing Improvement until complete plans and specifications, in such form and detail as the ACC may deem necessary, shall have first been submitted to, and approved by, the ACC. The ACC shall have the authority to amend and update this Declaration from time to time as it deems appropriate. All actions of the ACC shall be consistent with the purpose and intent of this Declaration. The ACC or its representative may, at any time, inspect any improvement to determine whether construction, use, and/or operation and maintenance of that Improvement conforms to the plans and specifications approved by the ACC. The ACC, in conjunction with its review of plans and specifications, may apply other building requirements and restrictions which the ACC deems relevant to its purposes, and in keeping with the intent and purposes of this Declaration. The ACC may also grant variances from the provisions of this Declaration when, in the opinion of the ACC, such variance is justified due to aesthetic or visual considerations or unusual circumstances. All variances granted must be approved by the ACC and must be evidenced by a written instrument, in recordable form, and a copy of the site plan approved by the ACC shall be attached thereto. If a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the provision for which the variance was granted provided that the development of the property affected by the variance is in compliance with all details set forth on the approved plans and specifications.

3.3. **Membership of the ACC.** The ACC shall originally consist of three (3) regular members, selected by the Managing Member of Bartlesville Office Park, L.L.C. The



ACC may also include up to two (2) alternate members, each of whom may be authorized by the Chairman of the ACC to attend any meeting of the ACC in the absence of any regular member and to vote on all matters, except amendments to the Master Plan and this Declaration, that come before the ACC at such meeting. The ACC may also include up to two (2) associate members, any and all of whom may be authorized to attend such meetings as the Chairman of the ACC shall specify and to participate in any discussion at such meetings, but not to vote on any matter. As long as Bartlesville Office Park, L.L.C. owns any real interest that is a part of Adams Hills Office Park, the Managing Member shall be the Appointing Authority and shall have the right to remove any and all members from the ACC at any time and for any reason, with or without cause. In the event one of the members of the ACC resigns or is no longer able to serve as a member, the remaining member(s) shall appoint a new member of the ACC so that there will continue to be three (3) members of the ACC. The Appointing Authority may also appoint staff and consultants to the ACC including, but not limited to, architects, planners, engineers, attorneys, and other individuals whose knowledge or skills will assist the ACC in carrying out its functions. Each member of the ACC, regular, associate, or alternate, shall hold office from the date of his/her appointment until December 31 of the succeeding calendar year or until such time as he/she has resigned or has been removed or a successor has been appointed, whichever occurs sooner. As of December 31 each year, the Appointing Authority shall review the composition of the membership of the ACC and shall either reappoint any or all of the members and/or shall appoint one or more new members.

3.4. **Voting of the ACC.** Actions taken by the ACC shall require the approval of two voting members, except that any amendment to the Master Plan or this Declaration must be approved by all three members. Voting need not occur at a meeting of the ACC but may take place through polling of members in writing or over the telephone or by other means of communication.

3.5. **Meeting of the ACC.** The ACC shall meet from time to time as necessary to perform its duties. The Chairman of the ACC shall provide for reasonable notice to each member of the ACC prior to any meeting, setting the place and time of said meeting. Applicants shall have the right, upon request, to appear before the ACC at its meeting to explain and answer questions about their submittals. The ACC may require an applicant to appear before the ACC at its meeting if the ACC deems such an appearance necessary. The ACC reserves the right to designate one or more of its members to take action or perform duties on behalf, and to adopt rules and guidelines concerning who may attend a meeting of the ACC and what input, if any, someone other than the applicant may have at such meetings.

3.6. **Reply and Communications of the ACC.** Within the time frame set forth for each step in the design review and approval process (see 3.10 and 3.13), the ACC shall respond to the submittal in one of the following ways:

- (a) Approval as submitted.
- (b) Approval with conditions.
- (c) Deferral of action pending receipt and review of additional information required by the ACC.
- (d) Disapproval with explanation(s).

3.7. **Costs of Review.** The ACC may charge to each Applicant a fee for the review of plans and specifications and, in addition, shall be reimbursed by the Applicant for all reasonable and customary costs for professional review of plans and specifications and all other reasonable costs to the ACC. Such fees and expenses may be assessed by the Declarant against the Applicant. This fee shall be paid to the ACC at the time final

plans are submitted for approval. The ACC shall make a fee schedule available to the Applicant upon request.

3.8. **Limitation of Liability.** Neither the ACC, its members, consultants, or the Declarant shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgement, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve or disapprove any plans and specifications. The construction of any Improvement shall be the sole responsibility of the owner and any recommendation with respect to any plans and specifications or the means or method of construction made by the ACC or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of any and all Improvements; nor shall it give rise to any claim by anyone against the Declarant or the ACC or any member thereof for any defect in design or construction of any Improvement. The ACC shall not be responsible for reviewing any plans and specifications from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, nor shall the ACC's approval be deemed a verification of the structural safety, engineering soundness, or conformance of the Improvements to which said plans pertain to Building or other codes.

3.9. **Relationship of this Declaration to Governmental Codes.** In all instances where design criteria established as a part of this Declaration is in conflict with the City of Bartlesville, or State of Oklahoma development regulations, the most rigorous standard shall apply. In no event shall this Declaration relieve the applicant from compliance with all applicable City and State development regulations. The ACC shall have final approval of all plans and specifications submitted.

3.10. **Application Requirements.** Submission, review and written approval are required before any site Improvements are permitted. Plans and specifications are to be submitted to:

ATTN: CHAIRMAN ACC  
BARTLESVILLE OFFICE PARK, L.L.C.  
4645 S. 83<sup>RD</sup> EAST AVE  
TULSA, OK 74145

Submission shall consist of one (1) set of full size prints and three (3) sets of 11" x 17" prints. Reviews of all submissions shall be completed and returned, in writing, to the applicant within ten (10) working days.

3.11. **Pre-design Coordination.** Owners and their architects, planners and other personnel shall meet with the ACC and/or its staff early in the design and planning process, while plans are tentative and preliminary, in order to assure full understanding of the requirements of this Declaration and to coordinate with and inform the ACC of preliminary design and planning concepts. In the event the subject parcel or lot requires city concept or site plan review by the City of Bartlesville, the applicant is encouraged to meet with city representatives during the course of this pre-design coordination. In no event should the applicant seek ACC approval without concurrent municipal review when required. In those cases, where ACC criteria and city standards are in conflict, the most restrictive shall apply.

3.12. **Schematic Design Submission.** This shall consist of a Schematic Design package including a site plan and building elevations. This submission should address the following:

- (a) Preliminary clearing, grading and drainage plans.
- (b) Preliminary layout of all parking, loading, service and vehicular use areas.

(c) Building "footprints" and locations together with data regarding lot coverage, building height(s), and total building square footage.

Review of all Schematic Design submissions shall be completed and returned, in writing, to the applicant within ten (10) working days. Written approvals for Schematic Design submissions shall be valid for a period of six (6) months from the date of approval. The failure of the ACC to respond within the ten (10) day period shall constitute disapproval of the Schematic Design submission.

3.13. **Construction Plan Submission.** Construction Plan submission shall include, but not be limited to the following:

- (a) A grading plan showing existing and proposed grades or spot elevations at two (2) foot contour intervals. The location of all Improvements, structures, walks, patios, driveways, fences and walls.
- (b) Building elevations showing exterior materials, colors, textures, finishes and shapes.
- (c) Floor plans, building elevations (all) showing all equipment and screening. Sections, showing heights and relationship to grades (existing and proposed). Utility plans, showing utilities and capacities, fire hydrants/lanes, utility switches and cabinets/pads.
- (d) Landscape planting plan, showing proposed walkways, grade changes and the location, type and size of all plant material.
- (e) Landscaping specifications including planting specifications for trees, shrubs, ground covers and lawn areas. Complete irrigation plans and specifications including head, line and controller location(s) and type.
- (f) Screening, including size, location and method.
- (g) Exterior illumination, including location, mounting details, manufacturer's fixture number and supporting photometric data.
- (h) Signs, including location, size, shape, method of illumination, color, materials and complete typography.
- (i) Specifications and material samples as required or requested.
- (j) Engineering plans and specifications for drainage improvements, headwalls, curbs, drainage structures, site utility connections and easements.

Review of all Construction Plan submittals shall be completed and returned, in writing, to the applicant within thirty (30) working days. The failure of the ACC to respond within the thirty (30) day period shall constitute disapproval of the Construction Plan submission. Written approvals for Construction Plan submissions shall be valid for a period of one (1) year from the date of approval.

3.14 **Additional Submittals, Modified Submittals, Approvals and Inspections.** Additional Submittals Requirements: In addition to the foregoing submittal requirements, the ACC may adopt, as part of the ACC Rules and Standards, additional submittal requirements which are consistent with the established design precepts of the Adams Hills Office Park.

- (a) **Modified Submittal Requirements:** The ACC may waive or excuse compliance with the submittal requirements if the ACC determines that some or all of the information or materials required by the ACC is not necessary or appropriate in specific situations, and in such situations the ACC may establish and permit compliance with different or alternative submittal requirements. ACC may, due to unforeseen circumstances, notify the applicant of the need to extend review deadlines for any or all steps of the review procedure. This extension is not to exceed an additional ten (10) days from the original review deadline.

(b) Approvals: Any approval of plans, specifications or proposed construction given by the ACC shall be only for the purpose of permitting construction of proposed Improvements within Adams Hills Office Park. SUCH APPROVAL SHALL NOT CONSTITUTE AN APPROVAL, RATIFICATION OR ENDORSEMENT OF THE QUALITY OF ARCHITECTURAL OR ENGINEERING SOUNDNESS OF THE PROPOSED IMPROVEMENT AND NEITHER THE ACC, ITS MEMBERS OR THE DECLARANT SHALL HAVE ANY LIABILITY IN CONNECTION WITH, OR RELATED TO, APPROVED PLANS, SPECIFICATIONS OR IMPROVEMENTS. Any Owner, Tenant or Occupant aggrieved by the decision of the ACC may appeal the decision to the ACC. Such appeal must be made within fifteen (15) days after the decision of the ACC, together with, if the appeal is made by the applicant, copies of the application and all items submitted to the ACC and any other relevant evidence previously submitted to the ACC. The ACC shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans), of all actions of approval or disapproval and all of the other actions taken by it under the provisions of these Guidelines. All such records shall be maintained for a minimum of five years after approval or disapproval.

(c) Construction Observation: The ACC's agent may conduct random construction observation site visits regarding those items reviewed by the ACC. This shall include observation for conformance to the site plan (grading, drainage and parking), landscaping plan, location of buildings and facilities, and exterior design, colors and materials. The responsibility for the inspection of structural components including, but not limited to concrete, mechanical, and electrical systems shall remain with the applicant. In the event the ACC determines that significant field discrepancies exist, the ACC shall notify the applicant immediately, in writing, of the nature and extent of the discrepancy. Written clarification must be supplied by the applicant to the ACC within ten (10) working days of receipt of the notification. In the event this clarification is not forthcoming or is determined to be inadequate by the ACC, the ACC may at its sole discretion, retain a private consultant, well versed in the subject matter, for the purpose of obtaining an outside opinion. All reasonable fees and expenses associated with this procedure may be assessed by the ACC against the applicant.

**ARTICLE 4  
General Development Standards**

4.1. **Uses and Accessory Uses.** The existing Planned Unit Development zoning district allows for professional office land use. The ACC will not approve any requested use which is offensive due to odor, fumes, dust, smoke, heat, vibration, illumination, glare, noise, pollution, electrical disturbance, radiation, drainage, excavation or other hazards. Any operation or use which is similarly inconsistent with the spirit and intent of this Declaration will not be permitted. Land uses that are specifically prohibited include those uses identified in the City of Bartlesville Zoning Ordinance and those commercial uses inconsistent with a professional office park.

4.2. **Building Height.** Building heights shall not exceed one story.

4.3. **Site Area, Lot Coverage, and Zoning.** Individual lot coverage, exclusive of parking areas, shall not exceed 50% of the site. A minimum of 10% of the lot shall be retained as permeable landscaped area. No lot may be sub-divided or submitted for a

rezoning request. No use will be permitted which is inconsistent with the provisions of this Declaration. In the event a discrepancy exists between the City of Bartlesville Zoning Ordinance and this Declaration, the most severe of the two shall apply.

**4.4. Site Grading and Drainage.** Site grading shall be kept to a minimum. Paving and buildings shall be designed for maximum preservation of the natural grade and vegetation. Drainage systems shall be designed to maximize recharge, minimize runoff and erosion siltation. Unless otherwise approved, all structures will be equipped with interior roof drains, or gutters and downspouts. Conveyance of water from downspouts shall be via underground storm sewers, concrete flumes or paving. Surface drainage must be controlled so as to not cause damage to adjacent properties, improvements, or existing vegetation as a result of development of either during or after construction. Efforts to control erosion and siltation shall be employed during and after construction, and shall be reviewed from time to time by the ACC or its consultants.

(a) **Lawn Areas:** Lawn areas shall be graded away from all structures and sloped to parking areas, lawn drains, or catch basins at a minimum slope of 2%. Maximum grassed slopes should not exceed 3:1 for ease of mowing and maintenance. Slopes planted with ground covers other than grass may employ a maximum slope of 2:1.

(b) **Landscaped Areas:** The ACC shall review all landscape plans to determine the need for exceptional topographical solutions in areas where the maximum slope must be exceeded.

(c) **Parking Areas:** Slopes for parking areas shall be a minimum of 1% for asphalt, .5% for concrete, and shall not exceed 6%. Slopes on drives not employing parking shall not exceed 10%. Parking area slopes will be reviewed on a case by case basis where exceptional topographical solutions may be required.

(d) **Walkways:** Pedestrian walkways shall hold to a 4% maximum gradient or a 1% cross slope.

All retaining walls or wing walls should be of the same type masonry construction as the primary structure or solid material of comparable or better quality, which will be complementary. These walls, whether free standing or projections of the major buildings, should be landscaped on the street side.

**4.5. Setbacks, Easements and Rights-of-Way.** The minimum building setback lines shall be regulated by the City of Bartlesville unless special setback restrictions by lot or parcel have been approved by the ACC. Unless otherwise specified, no primary structure of any kind will be permitted within these setback lines. Dimensions are from the legal ownership lot line. The following improvements are expressly excluded from these setback restrictions:

- (a) Parking areas exclusive of parking structures.
- (b) Steps, walks and driveway access to the site.
- (c) Landscaping, including berms, irrigation and accent lighting.
- (d) Planters not exceeding four (4) feet in height or within motorist site lines at intersections or entries.
- (e) Identification graphics.

**4.6. Driveways, Sidewalks and Parking.** The location of access drives to each site are identified on the Master Plan. The maximum number and location of access drives to a site will be determined on a parcel by parcel basis by the ACC. In making these determinations, the size of the parcel, frontage dimension, street type and traffic volume, street intersection distances, relationship to neighboring parcel access, together with on-site functions will be considered. Generally a site will be limited to a maximum of one entry drive. Adequate off-street parking shall be provided to accommodate all parking

needs for employees, visitors and company vehicles for each site. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this provision. Parking of equipment on a regular basis in parking areas is not allowed. Parking areas must be designed and landscaped so as to break up the monotony of large paved areas. Design requirements are as follows:

- (a) Approximately three percent (3%) of all areas allocated to surface parking, service or vehicular use areas should be devoted to permeable landscaping. When calculated, this ratio excludes landscaped areas within front, side and rear yards.
- (b) The number, size and shape of these landscaped areas shall be at the discretion of the owner; however all such islands, peninsulas and medians should be more or less evenly distributed throughout such parking areas, and should be adjusted where possible, to accommodate existing stands of trees.
- (c) The minimum width of all such landscaped areas shall be three (3) feet in any direction.
- (d) Landscaping within all vehicular use areas and surface parking areas shall contain a minimum of one (1) tree per one hundred fifty (150) square feet of landscaped area. All such required trees shall average three inches (3") DBH at the time of installation.
- (e) All landscaped areas shall be adequately irrigated, and planted with a combination of sod, groundcover and shrubs to break up parking areas, and should, where possible, employ native plant materials.

All plans and specifications submitted to the ACC shall include specific information as to construction materials, construction methods to be utilized, and diagrams of the number, type and configuration of parking spaces necessary.

**4.7. Loading and Service Areas.** Adequate area shall be provided on site for all loading and maneuvering of trucks and other vehicles. No such operations will be permitted within any street, private access drive or rights-of-way. Truck loading and service areas shall be sited and screened so as not to be visible from adjacent public streets and should minimize the potential for negative impacts on adjacent site users. When employed, truck loading and service areas shall be located to the side or rear of buildings. Such areas located on the sides of a building shall be set back a minimum distance of sixty (60) feet from the front building lines. No such areas shall encroach into parking areas or conflict with vehicular circulation.

**4.8 Outside Storage and Equipment.** The outside display of materials or merchandise for advertising or merchandising purposes is prohibited. All materials, equipment, trucks, trailers, and other commercial vehicles are to be stored or parked at the rear of the building or behind a solid, attractive screen.

**4.9 Fencing and Walls.** No wall, screen or fence of any kind shall be constructed unless approved, in writing, by the ACC. The design, materials, textures and colors of such elements must be architecturally compatible with those of the primary structure. Where practical, they are to be integrated with the building so as to be an extension thereof. Plant materials can provide an effective screen offering the same opaqueness as a wall. Planting should be utilized to soften the "hardness" of manmade screens. Screening devices shall be of a height at least equal to that of the materials or equipment being screened. Service access points and trash pick-up must be adequately screened from the adjacent private street. Berms and walls constructed of solid materials compatible with the exterior face of the building shall be used. Landscaping alone will not be permitted for the screening of service areas. All electrical and

telephone/visual/radio transmission equipment/meters/junction boxes and other utility/auxiliary equipment which cannot be reasonably located underground shall be adequately screened from view from parking areas, public streets and adjacent property with screen walls and/or landscaping.

4.10. **Waste and Refuse.** Open storage of waste and refuse is prohibited. A centralized waste and refuse container shall be kept covered and enclosed or screened from public view at all times. The centralized waste and refuse area shall be maintained in a sanitary condition at all times. All activities generated by waste handling and disposal must be enclosed or screened from view. Service areas shall be screened by either berming, planting, structural screening, depressing the parking areas or a combination of the above. Exterior trash dumpsters shall be sited so as to be inconspicuous from adjacent public streets. Dumpster enclosures shall completely screen the unit and shall incorporate an opaque gate for access.

4.11. **Lighting.** On each site, lighting fixtures shall be from the same family of fixtures with regard to design, materials, color of fixture and light source. Exterior building lighting is required on all sites. All exterior lighting must be approved by the ACC prior to installation. The fixture location, type and level and direction of illumination must be shown on site lighting plan. All exterior lighting shall be directed so as to avoid glare or light throw onto streets or adjoining properties. Accent illumination of building or site entry points is encouraged. Identification signage shall be by an approved ground mounted or direct burial fixture. Blinking, flashing or multi-colored illumination is unacceptable. All exterior illumination shall be fully operational each night from dusk until midnight. All wiring shall be installed underground.

4.12. **Utility Installation.** Without prior written approval by the ACC, all utility services shall be installed and maintained underground. Generally, only primary feeder or "trunk" lines will be permitted above ground. To minimize disturbance of the landscape, where appropriate, all site utility service access should be beneath or directly adjacent to vehicular drives where they penetrate the front setback. Transformers, mechanical equipment, electric, gas or other meters of any type shall be painted to blend with the native planting or the color of the building. Full coordination with the local utility companies is encouraged to ensure the most aesthetic location of utility equipment.

4.13. **Construction, Inspections and Occupancy.** All building materials shall be placed inside the setback lines of the site and shall either be used or removed from the site within one hundred and eighty (180) days from the date such building materials are first stored upon the site. All construction debris, trash and garbage shall be stored in enclosed containers and in a manner approved by the ACC. Said debris, trash and garbage shall be removed from the site to a proper disposal location at least once every week. All construction shall be completed diligently. Landscaping in accordance with the approved plans shall be completed within thirty (30) days following completion of construction, and shall be maintained thereafter in a sightly and well-kept manner. Construction delays due to weather conditions and related circumstances will be dealt with on a case by case basis.

Upon construction completion, the architect whose seal appears in the drawings will be required to submit to the ACC a letter certifying that the building has been completed in substantial compliance with the approved plans. No occupancy or use of the developed property is to take place until the ACC has received this certification.

4.14 **Solar Panels and Equipment.** All solar energy devices visible from neighboring property of public view must be approved by the ACC prior to installation. Roof-mounted solar panels and hot water storage systems and equipment must match the roof material. Panels must be an integrated part of the roof design and mounted directly to

the roof plane. Solar units must be screened from neighboring property in a manner approved by the ACC.

4.15 **Satellite Dishes/Transmission Equipment.** Large exterior utility equipment, such as satellite dishes, cooling towers, and the like, shall be placed to the rear side of buildings, out of view from the street, or shall be screened from view by landscaping, fences, walls or berms. Antennas or other pieces of equipment taller than the building will generally not be permitted.

4.16 **Site Furniture.** Site furniture consists of lighting (see Lighting), benches, mailboxes, bollards, trash receptacles and the like. The specification and design of all street furniture should be consistent with, and complimentary of, its context. These elements should be of uniform design and material wherever possible and all site furniture shall be subject to approval by the ACC.

## ARTICLE 5 Architectural Design Standards

5.1 **Design Precept.** Adams Hills Office Park is establishing a consistent architectural style of traditional design characteristics. Elements of this desired style include:

- (a) Generous use of brick and stone with a subdued earth-tone color palette.
- (b) Architectural details such as chimneys, dormers, paned windows, lintels, steep pitched full roofs, cupolas, and broad overhangs employing plate lines in scale with building elevations.

Authenticity and simplicity of style is preferred to architectural solutions which appear contrived or over embellished. While innovative architectural designs which harmonize with the environment but express individuality are encouraged, the ACC reserves the right to restrict the architectural style, materials and colors of buildings to a specific palette. All building plans must be sealed by a licensed architect. All structural, mechanical and electrical systems plans must be sealed by a licensed engineer. Buildings should be designed as three-dimensional elements and attention should be given to the compatible treatment of all exterior surfaces. Elements of style which will be considered include building placement, size, view orientation, shape, height, exterior materials and colors, and its relationship to proposed on or off-site improvements. Energy conservation should be a building design criteria when determining such things as orientation, shape, thermal mass, colors, shading, reflectivity, air infiltration and ventilation.

5.2 **Building Materials and Colors.** Exterior building materials, textures and colors are to be selected so as to be in harmony with the environment and/or existing structures. Buildings should be predominantly of one (or two) exterior materials in order to achieve clean and simple architectural forms. The use of wood as a primary exterior material is prohibited. Mirrored glass is discouraged. Reflective tinted or gray glass is preferred pending written approval by the ACC.

5.3 **Roofs and Mechanical Systems.** Full hip roofs, cross-hip, gable or cross-gable are encouraged for all buildings in Adams Hills Office Park. Roof top equipment is discouraged and requires written approval by the ACC. Roof mounted mechanicals are discouraged and requires written approval by the ACC.

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**ARTICLE 6**  
**Sign Standards**

**6.1 Design Precept.** Exterior signage should closely reflect the Architectural style of primary structures. Sign structures should integrate with the landscape and should be designed as a part of the overall development.

**6.2 Sign Standards (General).** All signs shall be constructed for low maintenance. Higher initial cost is preferable to lower initial cost and high maintenance. All signs shall be kept in a neat and orderly appearance, free of chips and smudges, and in a plumb, vertical position. In the event a sign is not properly maintained, the ACC will give the sign owner written notification. Required repairs must be made within five (5) working days of notification or the ACC shall have the right to have repairs made and charged to the sign owner. Prohibited signs include bench signs, billboards, painted wall signs, pennants, political campaign signs, trailer signs, signs with beacons, any sign containing statements, pictures or words of an objectionable nature or any sign that obstructs the view in any direction at a street or road intersection. Signs mounted above the roof line or parapet are prohibited. Signs with flashing or blinking lights are prohibited.

**6.3. Office Development.** Each building in Adams Hills Office Park may have one (1) ground-mounted, multi-tenant, identity sign. For a multi-tenant building, a lobby directory sign shall be located in the common area. A second ground-mounted sign or wall-mounted sign may be allowed by the ACC to identify major tenants. Wall mounted signs may also be permitted pending approval by the ACC.

(a) **Ground-Mounted Sign :** For the ground-mounted sign, the message may only be the address of the building and a listing of the tenants. The general guidelines for the fabrication of ground-mounted signs shall be as follows: multi-tenant buildings may have up to six (6) names on the sign; the display surface area of the sign, can not exceed thirty-two (32) square feet, with a maximum height of 4' and length of 8'.

(b) **Wall-Mounted Identification Sign:** The wall-mounted identification sign conveys the tenants name only. The sign construction is either a bas-relief out of raised architectural material or backlit channel pin-mounted letters in a dark earth-tone color. The letters may be no larger than 18 inches in height and may not be installed above the first floor of the building. Other construction will be considered by the ACC if the building is of a very dark color. No other type of building sign will be permitted.

**6.4 Site Signage.**

(a) **Temporary/Leasing Signs:** Temporary promotional window graphics will be of a simple, tasteful design and will not occupy more than 20% of the window area. No temporary promotional signs are allowed on the building exterior or on the premises or adjoining public street rights-of-way. The ACC reserves the right without liability to cause the removal of temporary signs deemed to be in violation of this provision.

(b) **Temporary Signs:** Temporary signage, applied to glass, and visible from the building exterior, is prohibited. Temporary signage intended to identify a site user is allowed pending review and approval by the ACC. Such signage is to be removed within 360 days of the completion of building construction or 75% leaseup, whichever occurs first.

(1) **Leasing/Construction/Financing Sign Application Criteria:** One double faced sign per project is permitted and shall be installed perpendicular to center line of the street and at least 10 feet from the mutual access easement.

- (2) Exterior illumination is optional. Utilization of direct burial high output fixtures employing color corrected vapor or metallic halide type lamps, to be approved by the ACC, is recommended.
  - (3) Shop drawings of the sign must be submitted to and approved by the ACC prior to installation.
- (c) Illumination: If illumination is required, only "direct burial" type fixtures will be allowed.

## ARTICLE 7 Landscape Standards

**7.1 Design Precepts.** Due to the lack of natural vegetation at Adams Hills Office Park, a indigenous, naturalistic approach to all landscape architectural treatments is preferred. The intent is the implementation of a strong landscape setting in scale with the structures and parking areas. This result will be achieved through the use of a limited palette and clean, simple groupings of trees and shrub masses.

**7.2 General.** Portions of each site which are not devoted to building, paving or special landscape features shall be sodded. Limited scale landscaping will not be accepted except within building courtyards or other pedestrian scale areas as determined appropriate.

**7.3 Street Trees.** Street trees shall be planted in the parking lot and incorporated into the landscape for each building, according to City of Bartlesville landscape regulations. All such trees shall be six (6) to eight (8) feet in height with a minimum caliper of one and a half (1.5) inches DBH. Street trees shall not be planted within eight (8) feet of public roadway curbs or within five (5) feet of any sidewalk unless such trees can be maintained for proper pedestrian overhead clearance.

**7.4 Irrigation** The Owner shall be responsible for the design, installation, proper utilization and maintenance of automatically controlled landscape irrigation systems for each site. Irrigation installation shall be performed by a contractor engaged full time in the irrigation business. Irrigation devices shall not be installed above finished grade or in such a manner as to be hazardous to pedestrian traffic.

**7.5 Landscape Lighting.** Landscape lighting used outdoors is to conform with lighting standards covered under Article 4, Paragraph 4.12.

**7.6 Planting Categories.** Three general categories of plant material combine to provide a visually pleasing and functional environment.

(a) **Overhead or Canopy Tree:** Large canopy trees are the most essential element in planting. They are the largest visual element and solve a variety of environmental concerns (solar heat gain, water transpiration, soil stabilization, etc.).

(1) Major trees introduced in planting schemes should be botanically consistent with vegetation growing in the area. Where deviation from naturalized plants must be made, choices should reflect the same appearance and character.

(2) Tree arrangement should be in informal groupings with varying numbers (usually in groups of odd numbers 3, 5, 7). Rigid symmetrical plantings are discouraged.

(b) **Accent or Focus Trees:** This category represents those plants growing below the overhead canopy. Intended use is for interest, focal points, accent and visual screening of objectionable views. Proper use of these elements can soften and enhance the visual impact of buildings and other architectural features. Natural groupings with varying numbers and sizes of trees are encouraged with the exception to landscape screening and buffering. Formal,

more rigid uses can be adopted when addressing parking or other unsightly views from the pedestrian or automobile.

(c) **The Ground Plane:** The ground plane is the basic ground pattern created by plants ranging in height from ground level to chest height. This plane should provide the unifying element for all functions in the landscape, enhancing architectural elements as well as providing for visual and physical directional movement. Within the ground plane, plants range in two categories-shrubs and groundcovers. Shrubs are inclusive of heights from chest level to approximately 18" above grade. The remaining distance to ground level is thought of in terms of groundcovers, vines, mulching and grasses. The owner shall be responsible for the design, installation and maintenance of landscape material in accordance with accepted nursery practices by qualified contractors using the quality and type of plant materials approved by the ACC. The landscape plans and specifications shall be prepared by a professional landscape architect. Such plans shall be drawn to scale and shall include dimensions and distances, delineation of existing or proposed structures, pavement, and other site features, and shall designate by name and location the plant material to be installed. The location, size and type of all existing trees which are to be saved shall also be clearly shown. (see Article 1: Design Review and Approval Procedures).

**7.7 Implementation.** As part of the Master Planning process for the Adams Hills Office Park, minimum streetscape standards have been established for those areas critical to the aesthetic quality of the development. Streetscape elements include entries, medians and roadway edges. While implementation of project entries and street medians shall be the responsibility of the Declarant, individual property owners shall be responsible for installation of the streetscape elements according to the guidelines shown on the approved master plan.

**ARTICLE 8  
Maintenance**

**8.1 Condition of Property.** The Owner or Occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, at its own expense, in all respects with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such lot.

**8.2 Maintenance of Grounds.** Each Owner shall be assessed a charge (the "Maintenance Assessment") for the maintenance of the open space areas, landscape easements, parking areas, driveways, walkways, and other common areas located on the subject property. Such charge shall be paid to the Declarant and shall equal an amount that represents that proportion of the total cost of such maintenance as the area of the Lot owned by the Owner is proportionate to the total area of Lots on the subject property. In the case of an Occupant, such charge shall be paid to the Declarant and shall equal an amount that represents that proportion of the total cost of such maintenance as the square footage leased by the Occupant proportionate to the total square footage constructed on the subject property. The Maintenance Assessment shall be assessed on a periodic basis as determined by Declarant.

**8.3 Remedies for Failure to Maintain and Repair.** If any Owner or Occupant shall fail to pay the Maintenance Assessment or to perform the maintenance and repair required by Section 8.2, then Declarant, after fifteen days prior written notice to such delinquent

Owner or Occupant, shall have the right, not the obligation, to pay the Maintenance Assessment or to perform such maintenance and repair and to charge the delinquent Owner or Occupant with costs of such assessment or such work, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of Declarant's advancement of funds for such payment or such work to the date of reimbursement of Declarant by Owner or Occupant. If the delinquent Owner or Occupant shall fail to reimburse Declarant for such costs within ten days after demand therefore, Declarant may, at any time within two years after such advance, file for record a claim of lien signed by Declarant for the amount of such charge together with interest thereon and all other cost associated there with.

**8.4 Taxes and Assessments.** If an Owner or Occupant fails to pay taxes or assessments on its lot or leased space that become a lien on any portion of the subject property utilized for parking, service, or loading areas, then any other Owner may pay such taxes and assessments, together with any interest, penalties, and costs arising out of or related thereto, except while the validity thereof is being contested by judicial or administrative proceedings, and in such event the defaulting Owner or Occupant obligated to pay such taxes or assessments shall promptly reimburse the other Owner for all such taxes or assessments, interest, penalties, and all costs paid or incurred by such other Owner, and until such reimbursement has been made, the amount of the payment by such other Owner shall constitute a lien on and charge against the lot or lease of the defaulting Owner or Occupant, subject and subordinate, however, to any mortgage or deed of trust then outstanding and affecting said lot or lease.

**8.5 Refuse Collection.** All outdoor refuse collection areas shall be visually screened so as not to be visible from neighboring property or streets. No refuse collection area shall be permitted between a street and the front of a building.

**8.6 Repair of Buildings.** No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

## **ARTICLE 9 Modification and Repeal**

**9.1 Procedure.** Except as otherwise provided in Section 9.2, this Declaration or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or otherwise amended, as to the whole of the subject property or any portion thereof, with the written consent of the Owners of eighty percent (80%) of the subject property, based upon the number of square feet owned as compared to the total number of square feet subject to these covenants, conditions, and restrictions (excluding dedicated streets); provided, however, that so long as Declarant owns at least twenty percent (20%) of the property subject to these covenants, conditions, and restrictions, or for a period of fifteen (15) years from the effective date hereof, whichever period is shorter, no such termination, extension, modification, or other amendment shall be effective without the written approval of Declarant, which approval shall not be unreasonably withheld. Notification of any termination, extension, modification, or amendment shall be provided to the Bartlesville Community Development Department, and if the termination, extension, modification, or amendment constitutes a major change to the planned unit development approved for Adams Hills Office Park, the termination, extension, modification, or amendment shall not become effective until approved by the appropriate appointed and elected bodies of the City of Bartlesville, Oklahoma.

**9.2 Modification by Declarant.** For so long as Declarant owns any interest (excepting a leasehold interest) in the subject property, or any part thereof, of for a period of fifteen (15) years from the effective date hereof, whichever period is shorter, Declarant acting alone may modify or amend the provisions of this Declaration, provided, however, that (1) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein, (2) prior to any such modification or amendment Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (3) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration. No such modification or amendment shall be effective until the Owners have been given thirty (30) days prior written notice of the proposed change and a proper instrument in writing has been executed, acknowledged, and recorded.

**9.3 Governmental Regulations.** All valid governmental enactments, ordinances, and regulations are deemed to be part of this Declaration, and to the extent that they conflict with any provision, covenant, condition, or restriction hereof, said conflicting governmental enactment, ordinance, and regulation shall control and the provision, covenant, condition, or restriction hereof in conflict therewith shall be deemed (1) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent and spirit of the provision, covenant, condition, or restriction; or (2) stricken herefrom should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, condition, or restriction.

## **ARTICLE 10 Enforcement**

**10.1 Abatement and Suit.** The Owner of each lot shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition, or restriction herein contained. Violation or breach of any covenant, condition, or restriction herein contained shall give to Declarant, following thirty (30) days written notice to the Owner or Occupant in question except in exigent circumstances, the right, privilege, and license to enter upon the lot where said violation or breach exists and to summarily abate and remove, at the expense of the Owner or Occupant thereof, any improvement, structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation. No such entry by Declarant or its agents shall be deemed a trespass, and neither Declarant nor its agents shall be subject to liability to the Owner or Occupant of said lot for such entry and any action taken to remedy or remove a violation. The cost of abatement, remedy, or removal hereunder shall be a binding personal obligation on any Owner or Occupant in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a mortgage) upon the lot in question. The lien provided for in this section shall not be valid as against a bona fide purchaser or mortgagee for value of the lot in question unless a suit to enforce said lien shall have been filed in a court of record in Washington County, Oklahoma, prior to the recordation of the deed or mortgage conveying or encumbering the lot in question to such purchaser or mortgagee, respectively.

**10.2 Right of Entry.** During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarant, or its agents, shall have the right to

enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**10.3 Deemed to Constitute a Nuisance.** The result of every act or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by Declarant.

**10.4 Attorney's Fees.** In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees even though said proceeding is settled prior to judgement. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

**10.5 Failure to Enforce is No Waiver.** The failure of Declarant to enforce any requirement, restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other restriction.

#### **ARTICLE 11 Assignment**

Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. If at any time Declarant ceases to exist and has not made such an assignment, a successor to Declarant may be appointed in the same manner as this Declaration may be modified or amended under Section 9.1. Any assignment or appointment made under this article shall be in reasonable form and shall be recorded.

#### **ARTICLE 12 Constructive Notice and Acceptance**

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the subject property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the subject property.

**ARTICLE 13**  
**Waiver**

Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgement, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

**ARTICLE 14**  
**Runs with the Land**

All covenants, conditions, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefits of each and every lot of the subject property; shall create mutual equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors, and assigns; and shall, as to the Owner and Occupant of each lot, his heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as provided otherwise herein.

**ARTICLE 15**  
**Rights of Mortgagees**

No breach of any covenant, condition, or restriction herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter executed upon the subject property or a portion thereof, provided, however, that if any portion of said property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all the covenants, conditions, and restrictions contained in this Declaration.

**ARTICLE 16**  
**Captions**

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.


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**ARTICLE 17**  
**Effect of Invalidation**

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written, by its managing member.

**BARTLESVILLE OFFICE PARK, LLC**

By:   
Jerry Reed, Managing Member

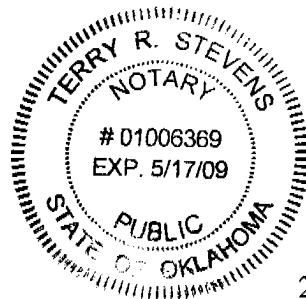
STATE OF OKLAHOMA    )  
  )  
County of Tulsa         )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26<sup>th</sup> day of September, 2006, personally appeared Jerry D. Reed to me known to be the identical person 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.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires:  
May 17, 2009

  
Notary Public



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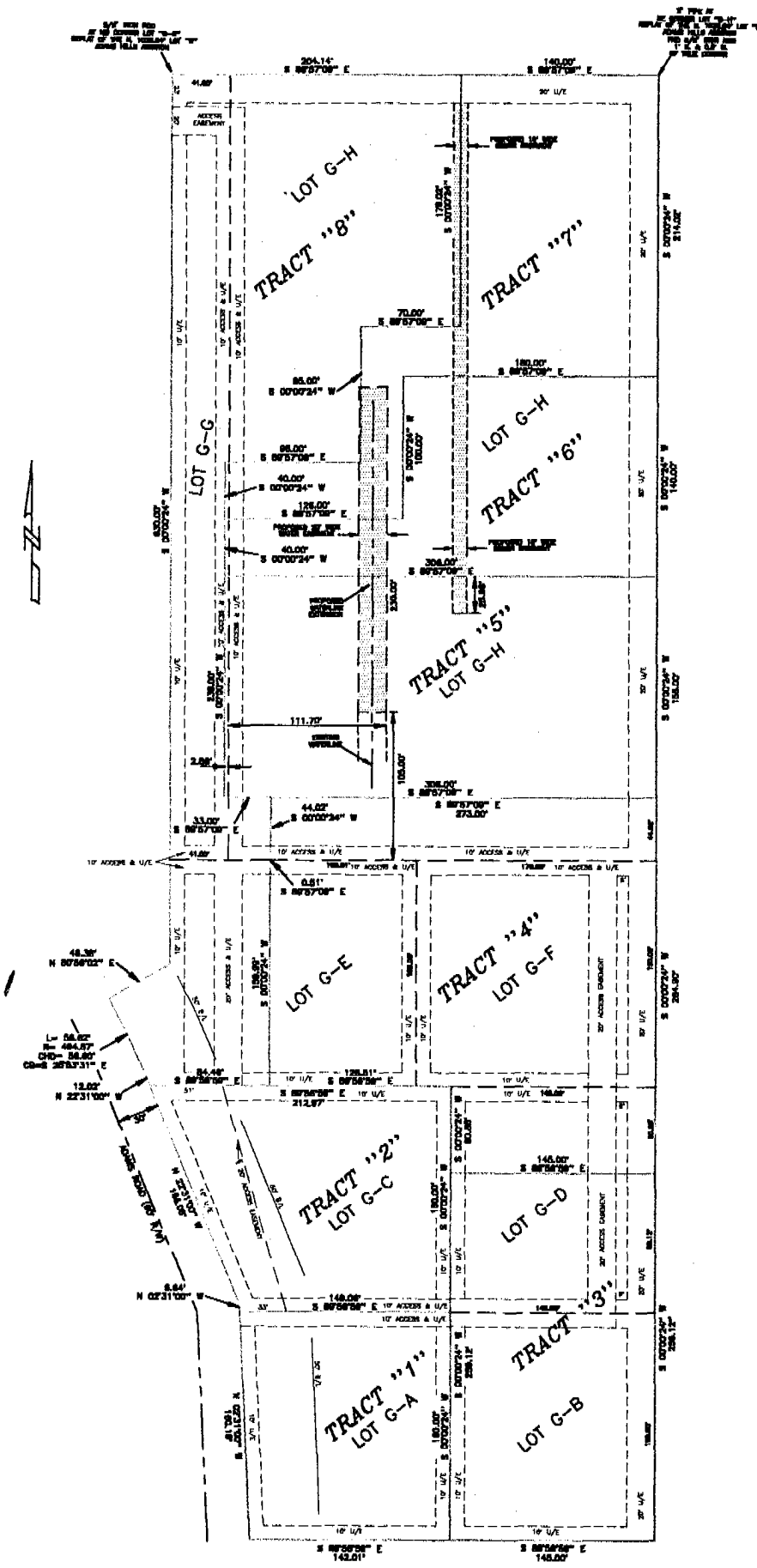


Exhibit "A"

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**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS by document entitled Declaration of Covenants, Conditions and Restrictions dated September 26, 2006, recorded in the office of the County Clerk of Washington County, Oklahoma, in Book 1051, Page 2668 on January 11, 2007 certain covenants, conditions and restrictions were imposed by Bartlesville Office Park, LLC on Adams Hills Office Park; and

WHEREAS the Exhibit "A" attached to said document appears to cover the real property hereinafter described which real property was not owned by Bartlesville Office Park, LLC and said document was not intended to cover said property; and

WHEREAS Bartlesville Office Park, LLC desires to eliminate any question as to whether or not said document covers the real property above described.

NOW THEREFORE for valuable consideration and pursuant to the authority reserved by Bartlesville Office Park, LLC said Declaration of Covenants, Conditions and Restrictions recorded in Book 1051, Page 2668 is hereby amended to exclude therefrom and to make it clear that said document does not effect the following described property situate in Washington County, Oklahoma, to-wit:

Lot G-A, Replat of the North <sup>1,036.04</sup>~~136.04~~ feet of Lot G, Adams Hills Addition to Bartlesville, Washington County, Oklahoma, as shown on the attached Sheet No. 3 Plat Map, Lot G-A

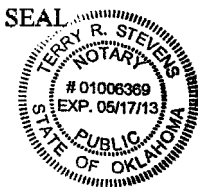
Executed this 14 day of July, 2011.

Bartlesville Office Park, LLC  
By: Jerry Reed  
Jerry Reed, Managing Member

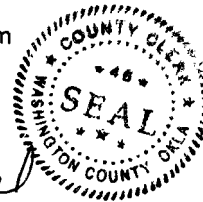
STATE OF OKLAHOMA )  
  )ss.  
COUNTY OF Tulsa )

Acknowledged before me this 14<sup>th</sup> day of July, 2011, by Jerry Reed, Managing Member of Bartlesville Office Park, LLC.

Jerry R. Stevens  
Notary Public



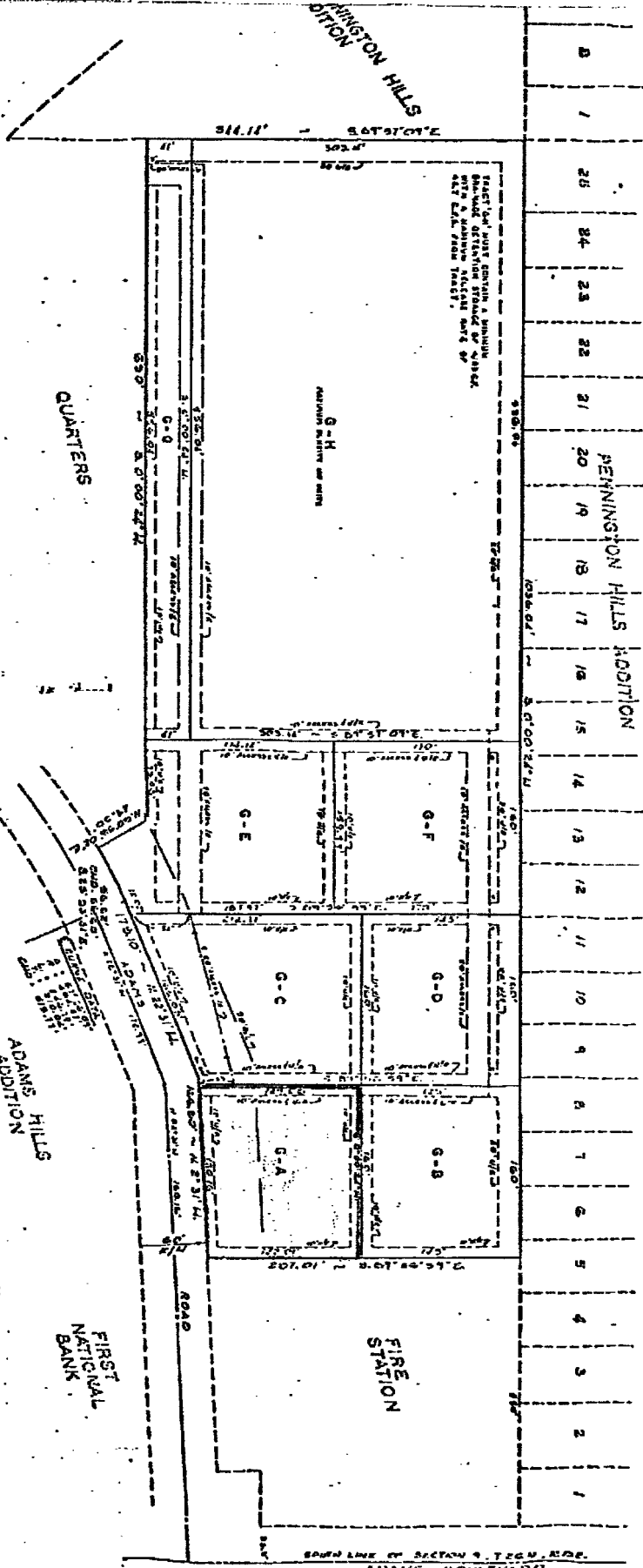
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Book 1100 Page(s) 1450-1451  
Fee: \$ 15.00 Doc: \$ 0.00  
Marjorie Parrish - Washington County  
State of Oklahoma



BDeal

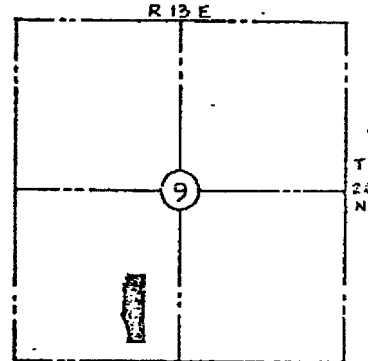
*216 So 4th  
Bartlesville, OK 74003*

BK 1100 PG 1450



**ADAMS HILLS ADDITION**  
**BARTLESVILLE, OKLAHOMA**  
**REPLAT OF THE NORTH 1036.04 FEET OF LOT '6'**

BK 1100 PG 1451



LOCATION MAP

- NOTE:**
1. ALL UTILITY EASEMENTS ARE INTENDED TO INCLUDE CABLEVISION.
  2. FOR MUTUAL ACCESS AGREEMENTS SEE RESTRICTIVE COVENANTS.

