

OWNER'S CERTIFICATE AND RESTRICTIONS OF
ARROWHEAD ACRES SEVENTH ADDITION
TO BARTLESVILLE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Rolling Meadows Development Co., Bartlesville, Oklahoma, a corporation, does hereby certify that it is the owner of the following real estate located in Washington County, Oklahoma, to-wit:

A tract of land in the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, in Township 26 North, of Range 13 East of the Indian Meridian, described as: Beginning on the West Section line at the SW corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, which is N 0° 25'38" W 660.30 feet from the West Quarter corner; thence along said Section line N 0°25'38" W, 335 feet; thence N 89°46'49" E, 697.37 feet to the West line of Arrowhead Acres Sixth Addition; thence along said Addition S 0°18'13" E, 282.97 feet; thence continuing S 0°18'13" E, 52.03 feet; thence S 89°46'50" W, 35.85 feet to the SE corner of the S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence continuing S 89°46'50" W, 660.81 feet to the point of beginning, containing 5.36 acres.

For the purpose of providing an orderly development of all the lots included in the above described plat and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on all lots of Arrowhead Acres Seventh Addition, to which it shall be incumbent upon its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in Arrowhead Acres Seventh Addition shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All lots in said Addition shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a professional office, shop, school or studio, or for the conduct of any business or trade.
2. A building site or plot may be one lot, more than one lot, or less than one lot, but each building site or plot shall have an area of not less than 7,000 square feet.
3. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool and bath house, tennis courts, and garden shelter. No house, garage, or other building shall be moved into this subdivision.
4. No residence shall be constructed upon any of the lots that shall contain less than 1,300 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, brick veneer, stone, stone veneer or wood siding. (Concrete blocks are not acceptable.
5. Any plot that abuts more than one street shall be deemed to front on either street abutted, any residence erected upon such a plot in

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the Addition shall have a presentable frontage on each abutting street.

6. The undersigned reserves the right to locate, construct, erect, and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other pipe line conduits, poles and wires and any other method of construction or performing and public or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

7. Owner desires that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, Owner agrees to include the following provisions in the Deed of Dedication creating said plat and subdivision to-wit:

a. Street lightpoles 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. Underground service cables to all houses which may be located upon 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 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 extended 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 the right of access to all such easement-ways 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 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 the underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

8. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, and no building shall be erected

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upon any of the lots in this subdivision which is designated or utilized to house poultry, cows, horses, or rabbits, nor shall any such poultry, cows, horses, pigs, rabbits, or other livestock be kept or maintained upon the premises.

9. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence, either temporarily or permanently.

10. No billboards or advertising signs or structure shall be erected or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" X 36" may be placed upon any lot or structure located thereon.

11. No garage or other building erected within the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on said lot.

12. On each single family residential Plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.

13. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots have been recorded, agreeing to a change in said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to rec ver damages.

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effects.

ROLLING MEADOWS DEVELOPMENT CO.

Attest: Cliff C. Overton
Secretary

By Ramona B. Hopper
President

State of Oklahoma,
Washington County,

ss.

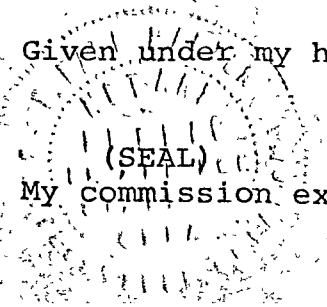
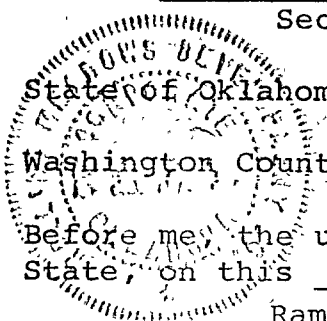
Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of July, 1982, personally appeared

Ramona B. Hopper 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 she executed the same as 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 January 27th, 1984



STATE OF OKLAHOMA
WASHINGTON COUNTY
JUL 16 2 33 PM 1982

FILED

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ADDITION TO DEED OF DEDICATION
OF ARROWHEAD ACRES 7th ADDITION

Public Service Bk 1538

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the sole owners of all the lots in all the blocks in Arrowhead Acres 7th Addition, an Addition in Washington County, State of Oklahoma, duly recorded as Plat No 473 and filed for record in the office of the County Clerk of Washington County, State of Oklahoma, as Instrument No. 97115, on the 16th day of July, 1982, and

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

WHEREAS, the undersigned, as sole owners of all the lots in all the blocks in said Addition, desire to add to the restrictive covenants contained in said Deed of Dedication attached to said Plat, as additional covenant to be numbered 14, all for the mutual benefit of the owners and successors in title to lots in said Addition.

NOW, THEREFORE, the owners of all the lots in all the blocks in Arrowhead Acres 7th Addition, an Addition in Bartlesville, Washington County, State of Oklahoma, do hereby amend the Deed of Dedication and restrictive covenants contained therein by adding Covenant No. 14 as follows:

Overhead pole lines for the supply of electric service may be located along the west side of the development.

Provided, however, that said Deed of Dedication and all other restrictive covenants contained therein shall remain in full force and effect, as shown on the Plat of Arrowhead Acres 7th Addition, recorded as No. 473, duly filed for record the 16th day of July, 1982, as Instrument No. 97115 in the Office of the County Clerk of Washington County, State of Oklahoma.

IN WITNESS WHEREOF, Parties hereto have duly executed this Amendment to the Deed of Dedication as aforesaid on this the FIRST day of OCTOBER, 1982.

99672

ROLLING MEADOWS DEVELOPMENT/COMPANY

By: Ramona B. Hopper
President

By: Betty M. Lewis
Secretary

Donald C. Gillette
Donald C. Gillette

Donna S. Gillette
Donna S. Gillette

(Individual Acknowledgement)

STATE OF OKLAHOMA, County of WASHINGTON, ss.

The foregoing instrument was acknowledged before me this 1ST day of OCTOBER, 1982, by DONALD C. GILLETTE AND DONNA S. GILLETTE

My Commission expires April 23, 1986

Randall D. Fitch
Notary Public

(Corporate Acknowledgement)

STATE OF OKLAHOMA, County of _____, ss.

The foregoing instrument was acknowledged before me this 29th day of September, 1982, by Ramona B. Hopper, President of Rolling Meadows Development, a Oklahoma corporation, on behalf of the corporation.

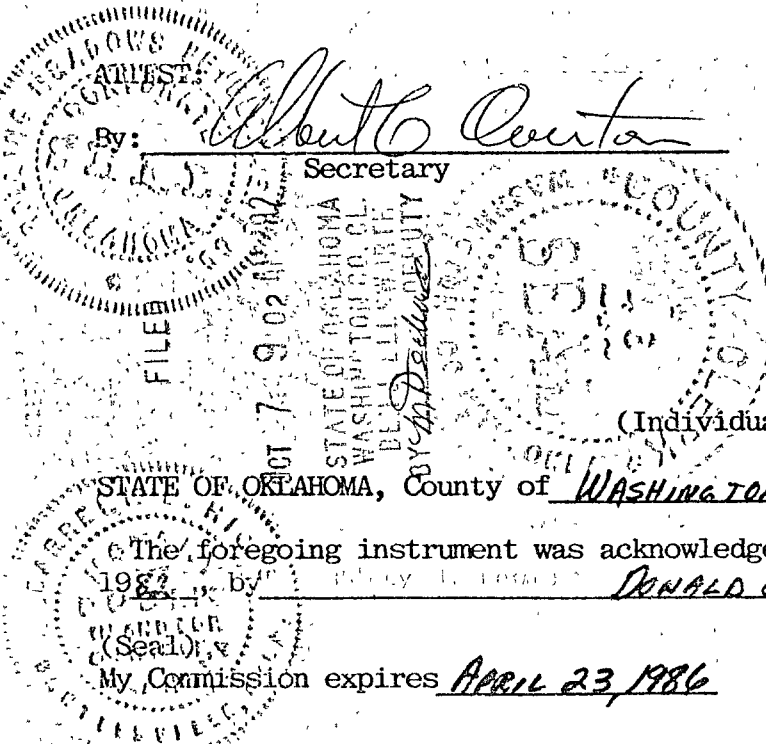
My Commission expires 12/22/84

Betty M. Lewis
Notary Public

Provided as a courtesy by Southern Abstract Company

APPROVED - LAW

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AMENDMENT OF RESTRICTIVE COVENANTS OF ARROWHEAD ACRES SEVENTH
ADDITION TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT the Rolling Meadows Development Company, a corporation, did, on the 15th day of July, 1982, execute an Owner's Certificate and Restrictives of Arrowhead Acres Seventh Addition to Bartlesville, Oklahoma, which were filed of record in the Office of the County Clerk, Washington County, Oklahoma, on July 16, 1982, and recorded in Book 781 at Page 873-875;

AND, WHEREAS, thereafter on the 7th day of March, 1991, Round Hill Development Company, a corporation, purchased the following described real estate comprising a part and parcel of Arrowhead Acres Seventh Addition, to-wit:

Lots Seventy-Three (73) through Eighty-Seven (87), inclusive, of Arrowhead Acres Seventh Addition to Bartlesville, Washington County, Oklahoma;

said deed being filed on the 11th day of March, 1991, in the office of the County Clerk, Washington County, Oklahoma, and recorded in Book 0861, Page 0253.

AND, WHEREAS, it is the desire of Round Hill Hill Development Company and the undersigned owners of Lot Seventy-Two (72) located in said Addition, which comprise all the owners of property in Arrowhead Acres Seventh Addition to Bartlesville, Washington County, Oklahoma, to amend paragraph number four (4) of the restrictive covenants hereinabove referred to read as follows:

"4. No residence shall be constructed upon any of the lots that shall contain less than 1,700 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, brick veneer, stone, stone veneer or wood siding. (Concrete blocks are not acceptable.)"

IT IS FURTHER AGREED BY AND BETWEEN the parties that except for the amendment herein set forth that all conditions, covenants and restrictions hereinbefore imposed on ARROWHEAD ACRES SEVENTH ADDITION TO BARTLESVILLE, OKLAHOMA, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures evidencing their agreement to the above set out amendment.

ROUND HILL DEVELOPMENT COMPANY,
a corporation

By: Robert R. Hart
Vice President

4425 Nowata Road
Bartlesville, OK 74006

(SEAL)
ATTEST:
James W. Connor
James W. Connor, Assistant
Secretary

Signature(s) of Owner(s) _____ Lot Owned
Robert M. Neif _____ 72
Virgie Vest _____

FILED
Jun 3 2 04 PM '91
COUNTY CLERK
WASHINGTON COUNTY, OKLAHOMA
BY J. C. [unclear]

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BK 0862 PG 0793

STATE OF OKLAHOMA,)
) ss.
WASHINGTON COUNTY.)

Before me, the undersigned, a Notary Public in and for said State on this 31st day of May, 1991, personally appeared Robert L. Hart, to me known to be the identical person who subscribed the name of the Round Hill Development Company, a corporation, (owner of all lots 73 through 87, inclusive, in Arrowhead Acres Seventh Addition, other than those hereinabove specifically set forth), as its Vice 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.

(SEAL)

My commission expires:

Ervin Stark
Notary Public

January 16, 1995.

STATE OF OKLAHOMA,)
) ss.
WASHINGTON COUNTY.)

Before me, the undersigned, a Notary Public in and for said State, on this 21st day of May, 1991, personally appeared Robert W. Veit and Diane Veit, husband and wife, known to me to be the identical persons who signed the foregoing instrument as owners of Lot No. 72, Arrowhead Acres Seventh Addition to Bartlesville, Washington County, Oklahoma, and acknowledged to me they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

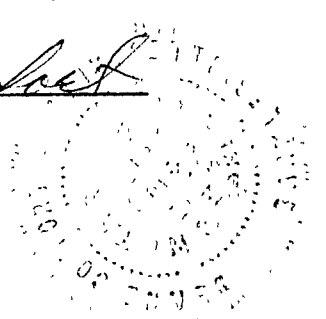
Given under my hand and seal of office the day and year last above written.

(SEAL)

My commission expires:

Donna Combs
Notary Public

4-29-92.



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