



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
DENVER PLACE ADDITION**

Be it known that This Covenant of Conditions and Restrictions within Denver Place Addition Supersedes and/or replaces any previous Covenants or previous Covenant Amendments or Instruments. This new Covenant establishes a new signed agreement between all current owners of lots as described below in Denver Place Addition, and is effective as of the date of notarized signing of all current resident owners.

BK 1127 PG 1664

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS: the undersigned constitute all of the current owners of the property within Denver Place Addition, City of Bartlesville, County of Washington, State of Oklahoma, a subdivision of the following described real estate, to-wit,

Part of the S/w2 of Lot 2, Section 18, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

Beginning at the SW corner of said Lot 2, thence N 89 degrees 53' E along the South line of said Lot 2 a distance of 270 feet; thence N 44 degrees 53' E a distance of 28.28 feet; thence N 89 degrees 53' E parallel with the South line of said Lot 2 a distance of 290.03 feet; thence N 0 degrees 02' W a distance of 217.02 feet; thence S 89 degrees 53' W along the South line of the Grove Addition to Bartlesville, Oklahoma, a distance of 580 feet, to the West line of said Lot 2; thence S 0 degrees 02' E along said West line of Lot 2 a distance of 237.02 feet, to the point of beginning. Containing 2.76 acres more or less.

For the purpose of providing an orderly development in the above described platted land and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in the title to the aforesaid lots, the undersigned owners do hereby impose the following restrictions and reservations on all of the said Denver Place Addition to which it shall be

incumbent upon its successors in title to adhere and any person or persons, corporation or corporation, 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 Denver Place 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 single family 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, which would be open to public access.
2. A building site may be one lot, more than one lot, but not less than one lot.
3. Any dwelling erected in Denver Place Addition shall have a minimum of **2400** square feet of usable floor area, exclusive of breezeways, porches, attached garages, walks, driveways, patios, or balconies.
4. No nuisances shall be committed upon any lots, and fowl, livestock or other animals that may be offensive or annoying the neighborhood shall not be permitted, with the exception of bonafide house pets such as dogs and cats, which do not make objectionable noise or otherwise constitute a nuisance.
5. No trailer, tent, garage, or other outbuildings shall at any time be used as a residence.
6. No building shall be moved from another location onto the Addition.
7. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line of any lot unless approved by the Architectural Committee (AC). 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 grounded surface inside the wall. Fencing must be approved by the AC. Cyclone fencing shall not be allowed.
8. No sign of any kind shall be displayed on any lot except a sign showing the street address and name of the occupant, and all such signs shall be approved by the AC, except that in the event a building site is for sale or lease, a sign no larger than two feet by three feet may be place on the property for such purposes. House numbering shall be uniform in the Addition and in the manner approved by the AC.

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9. Roofing on any residence or appurtenant building shall consist of wood shakes, ceramic or manufactured composition (asphalt) roofing and must minimally meet or exceed the following specification standard: thirty-year of more duration quality shingles, three hundred (300) per square, in weathered wood or comparable colors. No obviously exposed antennas shall be allowed. Roofs shall have a minimum pitch of three (3) inches each foot.
10. All trash receptacles, air-conditioning condensers and miscellaneous electrical equipment shall be screened from the street. No outdoor clothes lines will be allowed.
11. No boats, trailers, or recreational vehicles shall be parked, maintained or stored on outside property in the development on other than on a temporary basis (up to two weeks).
12. 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 Electric 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. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
13. Each home owner shall be responsible for the care, preservation, maintenance and repair of his premises and the improvements situated thereon, in accordance with reasonable standards as determined by the AC.

Issues to be addressed by the AC:

14. As of the effective date of this covenant, all plans and specifications for any building, swimming pool, fence, coping or other structure whatsoever to be erected on any lot or part of said property, also the proposed locations thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any exterior remodeling, reconstruction, alteration, or additions to any building or other structure on any lot or part of said property, shall be subject to and shall require approval in writing by the AC before any such work is commenced or done.

15. In order to avoid unnecessary hardships, it is mandatory that all home owners contemplating works of construction, improvement, etc., shall submit, in duplicate, to the AC at the outset, preliminary drawings, in order to obtain approval thereof before causing preparation of detailed or complete drawings plans and specifications or incurring substantial expenses in that regard. One set of preliminary plans shall be retained by the AC.
16. Before anyone shall commence the construction, reconstruction, remodeling, addition or alteration of any building, swimming pool, wall, fence, coping, or other structure whatsoever, there shall be submitted to the AC two (2) complete sets of plans and specifications for said improvements. The erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevation and specifications thereof have received such written approval as herein provided. Such plans shall include plot plan showing the location on the lot or property in question of the building, wall fence, copies or other structure, proposed to be constructed, altered placed or maintained together with the proposed color scheme for roof and exterior thereof.
17. The AC shall approve or disprove plans, specifications and details within ten (10) days from the receipt thereof. One set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting same; and the other copy thereof shall be retained by the AC.
18. The AC shall have the right to disapprove any plans, specifications, or detail submitted to it as aforesaid in event such plans specifications and details are not in accordance with all of the provisions of their Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the AC deems the plans specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners hereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the AC. The decisions of the AC shall be taken seriously.

19. The AC shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.
20. No buildings or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the AC.
21. The AC above referred to, shall be composed of all homeowners in Denver Place Addition. Any decisions relative to the issues in this Covenant shall require 75% approval of the homeowners.

It should be noted that by majority vote of the AC any or all the above requirements may be waived if so requested by an owner in writing and approved by the AC majority by signing such request.

Note: Ordinary maintenance of existing structure, etc., does not require approval of the AC.

Issues pertaining to joint responsibility of homeowners:

22. The cost and expense of maintenance on the street, walls constructed by the developer (including the North stone columns and wood fence, the South stone wall, the West stone wall and entrance, and North and East retaining walls), street lights and the area lying between the west line of lots 1 and 14 and the east line of the pavement of Shawnee Avenue shall be assessed to all residential owners and paid by them equally on the basis of ownership of each building site.
23. This Covenant is to run with the land, and shall be binding upon all parties and all persons claiming under them for perpetuity, or until an instrument signed by the majority of the then owners of the lots has been recorded agreeing to a change in said covenant in whole or in part.

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

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

Denver Place Covenant

WITNESS the hands of the undersigned owners on the date set forth opposite the signature of each owner.

BK 1127PG1669

Date: 2-12-14

Carolyn K. Gorman Trust

Dated 1992

By Carolyn K. Gorman
Carolyn K. Gorman, Trustee

Date: 2-17-2014

Frank Russell Cook
Frank Russell Cook
Ellen Marie Cook
Ellen Marie Cook

Date: 2-27-2014

Vance E. Rule Loving Trust

By Vance E. Rule
Vance E. Rule, Trustee

Date: 2-27-14

Revocable Inter Vivos Trust
of Elizabeth L. Johnson, now Rule

By Elizabeth L. Rule
Elizabeth L. Rule, Trustee

Date: 2-27-14

Robert E. Kaplan
Robert E. Kaplan

Date: 2-27-14

Joan Kaplan
Joan Kaplan

Date: 2/13/14

Adam J. Howard
Adam J. Howard

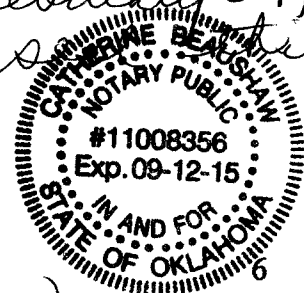
County of Washington
Oklahoma

I certify that the above persons personally appeared before me on February 17 and February 27, 2014.

Witness my hand and official seal this
27th day of February 2014

Catherine Beaushaw
Catherine Beaushaw

My Commission expires 09-12-15



John L. Swanson Revocable Trust
Dated November 20, 2002

Date: 2-25-14

John L. Swanson

By Co-Trustee John L. Swanson

Kathleen A. Swanson

By Co-Trustee Kathleen A. Swanson

Mary R. Johnson and
Charles H. Johnson Trust

Date: 2/25/14

Mary R. Johnson

By Mary R. Johnson

Charles H. Johnson

By Charles H. Johnson

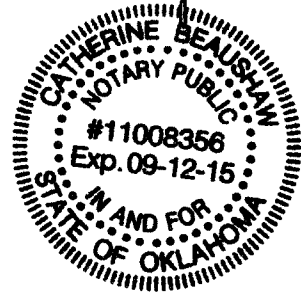
BK1127PG1670

County of Washington
Oklahoma

I certify that the above persons
personally appeared before me on this
day.

Witness my hand and official seal
this 25 day of February, 2014

Catherine Beaushaw
Catherine Beaushaw



My Commission expires 9-12-15

Denver Place Covenant

State of Oklahoma)
) SS.
Washington County)

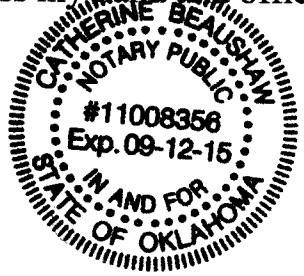
I certify that the following persons personally appeared before me on the date indicated by each name below, and; each acknowledged to me that he or she voluntarily signed for the purpose stated and in the capacity indicated:

BK 1127PG1671

Names of principals: Carolyn K. Gorman (Trustee)(2-17-2014)
Frank Russell Cook (2-17-2014)
Ellen M. Cook (2-17-2014)
Vance E. Rule (Trustee) (2-27-2014)
Elizabeth L. Johnson, now Rule
(Trustee)(2-27-2014)
Robert E. Kaplan (2-27-2014)
Joan Kaplan (2-27-2014)
John L. Swanson (Trustee) (2-25-2014)
Kathleen A. Swanson (Trustee) (2-25-2014)
Mary R Johnson (Trustee) (2-25-2014)
Charles H. Johnson (Trustee) (2-25-2014)

Names of Witnesses: *Catherine A. Beaushaw*
[Signature]

Witness my hand and official seal this the 27th day of February, 2014.



Notary Signature *Catherine Beaushaw*
Notary's Printed Name Catherine Beaushaw
My Commission expires 09-12-15

North Carolina

County of Mecklenburg

I certify that the following person(s) personally appeared before me on this day, and: each acknowledging to me that he or she voluntarily signed for the purpose stated and in the capacity indicated:

Name(s) of principals: Adam J. Howard

Names(s) of witnesses: —

—

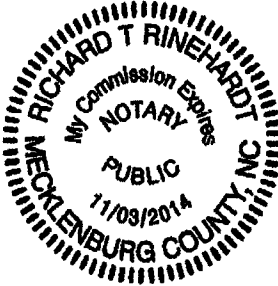
Witness my hand and official seal, this the 3 day of February, 2014.

BK 1127PG1672

Notary Signature *Richard T. Rinehardt*

Notary's Printed Name RICHARD T. RINEHARDT

My commission expires 11-03-2014



601 Denver Place
Bartholomewville OK
74003