

CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS
GREEN COUNTRY VILLAGE THIRD ADDITION
A PART OF: GREEN COUNTRY SQUARE, a P U D

KNOW ALL MEN BY THESE PRESENTS:

That the Village Development Company, Inc. is the owner of the following described tract of land in the City of Bartlesville, Washington County, Oklahoma, to wit:

Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 26 North, Range 13 East of Indian Meridian, Washington County, Oklahoma being more particularly described on the recorded plat of Green Country Village Third Addition filed in the office of the County Clerk of Washington County, Oklahoma.

and has caused the same to be surveyed, platted and subdivided into lots, blocks, and streets as shown on the accompanying plat and survey thereof, and which plat is made a part hereof, and has given said plat the name of Green Country Village Third Addition to the City of Bartlesville, Oklahoma.

NOW, THEREFORE, the undersigned owner does hereby dedicate for public use streets and public places as shown on the accompanying plat, and does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public facilities and utilities, including cable television, storm and sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and streets together with all fittings and equipment for each of such facilities including poles, wires, conduits, pipes, valves, meters, paved surfaces and any and all other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets, easements and ways shown on said plat, PROVIDED HOWEVER, that the owner hereby reserves the right to construct, maintain, operate, lay and relay any or all of the aforesaid utilities and facilities with the right of ingress and egress to over, across, and along all strips of land included within the easements shown on the plat, for the constructing and furnishing of services to the area included in the said plat.

NOW THEREFORE, the undersigned owner, for the purpose of providing an orderly development of the property above described and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned owner, its successors and assigns and the City of Bartlesville, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the owners of the above described lands and by the City of Bartlesville, Oklahoma. In order that the public interest may be protected, the City of Bartlesville shall be made a beneficiary of these covenants and may enforce compliance therewith.

Provided as a courtesy by Southern Abstract Company

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1. All properties in the Addition shall be used for commercial, office and other uses in accordance with the following:

A. The physical construction of facilities shall be typical of the specifications of the "C-3" zoning district regulations of the City of Bartlesville (Sec. 5.2) as to the lot coverage maximum of 30%, and impervious surface ratio of .75. The design of drainage shall comply with the discharge requirements of the City of Bartlesville Subdivision Regulations.

B. The land uses in Green Country Village Third Addition shall be dominantly those uses permitted in the C-3 and C-5 zoning districts of the City of Bartlesville. The conduct of all business shall be within enclosed buildings, and there shall be no outside display or storage visible from any public way. The stated uses of the C-3 and C-5 zoning districts shall be acceptable within this Addition with such additions and deletions as may be included in Appendix A to these Covenants, which Appendix A is attached and made a part of these Covenants.

2. The site design guidelines to be followed in the development of the lands platted as Green Country Village Third Addition shall be as follows:

A. Grading and Site Preparation:

(1) In areas of steep slopes the following standards shall apply:

(a) 10% to less than 15% -- no more than 40% of such areas shall be developed and/or regraded.

(b) 15% to less than 30% slope -- no more than 30% of such areas shall be developed and/or regraded.

(c) More than 30% slope -- no more than 15% of such areas shall be developed and/or regraded.

(2) In the treatment of such areas of steep slopes, streets parking areas, drainage ways, buildings, and other features shall be aligned for the greatest harmony with the natural contours of the site. To the extent that areas with steep slopes are disturbed the developer shall be responsible for establishing such new contours, bank stabilization features, erosion/siltation retention features as will be advantageous to the aesthetics of the development as viewed both internally and from adjacent public thoroughfares.

(3) In areas which are stripped of vegetation as a part of development preparations the developer shall be responsible for revegetation for the avoidance of erosion/siltation problems.

B. The treatment of the woodlands of the site shall attempt to maintain the aesthetic appearance. The development of the site shall be so designed as to preserve the existing wooded areas to the effect that development features shall be viewable to no greater extent than 30% of the landscape as seen from any point upon Washington Boulevard. The placement of drives, parking areas, buildings, and other features in the wooded areas shall be accomplished with the minimum loss of trees. Building and construction sites shall be flagged before clearance and grading begins, and the developer shall have design supervisory personnel available during site prep-

arations. The removal of timber as is necessary for the placement of development features shall be accomplished by the pushing of earth and trees into the areas which must necessarily be stripped with the maximum safeguarding of surrounding wooded areas.

C. Parking area landscaping shall bear a space relationship to the paving of parking surface of ten percent of the total. That is, of the space devoted to parking and associated landscaping, ten percent shall be used for landscaping and no more than ninety percent shall be used directly for vehicle storage. Areas of existing vegetation which can be incorporated into development plans shall be counted as fulfilling the requirements of this section as well as areas of new landscaping.

D. The placement of signs shall be in accordance with the following guidelines:

(1) Sign installations on the site shall be subject to negotiation between the developer, the land tenant (or buyer/owner), and the City of Bartlesville. As a background for these discussions the following standards are set down:

TYPE	MAXIMUM AREA*	MAXIMUM HEIGHT	LIGHTING
Free-Standing	35 sq. ft.	8	Spot
Projecting	15 sq. ft.	15	General
Wall	300 sq. ft. or 30% of wall, whichever is less	NA	Spot or Back
Graphic	16%	NA	Spot or General

*Square feet or percentage of building facade.

The statement of the above standards is not intended to constitute unalterable maximums, rather these are to be standards for the guidance of design efforts. As standards these specifications are not intended to preclude the placement of signs incorporated into decorative screening fences, landscaping features, or other types of installations as might be agreed upon as suitable given the characteristics of the tenant business and the design constraints of the sites.

(2) In the areas zoned "C-3" each building containing a grouping of tenants shall be permitted one free standing sign. In addition each tenant shall be permitted one wall, projecting or graphics sign.

(3) In areas zoned "C-5" each building containing a grouping of tenants and each tenant having an individual street frontage of fifty feet shall be permitted one free standing sign. In addition each tenant shall be permitted one wall, projecting or graphics sign.

(4) One sign in addition to the above signs may be located along each abutting arterial street. An arterial sign may be no more than six square feet in area for each 250 feet of frontage, and may be no higher than ten feet.

E. The lighting of the site for commercial purposes shall recognize the sensitivity of the aesthetics of the nearby lake and retirement center facilities. Accordingly, lighting of buildings and parking areas shall be directed so as to avoid undue illumination of the lake area, nearby retirement residential areas, and South Adams Road.

3. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or alter the direction of flow of drainage channels in the easements. The easement area of all platted land and all improvements in it shall be maintained continuously by the owner of the lands except for those improvements for which a public authority, association of property owners, or utility company are responsible. Owners also grant right of ingress and egress to and over, across and upon all of said easements.

Areas designated on the accompanying plat as "restrictive drainageway" are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainageway areas shall be in accordance with standards prescribed by the City of Bartlesville and plans and specifications approved by the City Engineer of the City of Bartlesville. Said restrictive drainageway area and facilities shall be maintained by the owner of OUT LOT "C" upon which said drainage is mostly located, at his cost and in accordance with standards prescribed by the City of Bartlesville. In the event said lot owner should fail to adequately and properly maintain said drainageway area and facilities, which causes the drainageway not to achieve its intended drainage functions, the City of Bartlesville may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by the owner of OUT LOT "C".

4. Areas designated on the accompanying plat as "Private Park" are hereby established by the owner as a perpetual restrictive easement for the purpose of permitting park activities. Private Park Easements on Lots 15 and 16 grant to the owner of OUT LOT "C" an access easement and recreational use easement. The owner of OUT LOT "C" may construct and maintain park improvements in the private park easements, and shall have such rights of ingress and egress as are reasonably necessary for such construction and maintenance.

5. No building, wall, fence or other structure shall be commenced, erected, or maintained upon the lands platted as Green Country Village Third Addition, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Village Development Company, Inc., or by an architectural review committee composed of three or more members appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, then approval will not be required and this requirement will be deemed to have been fully complied with.

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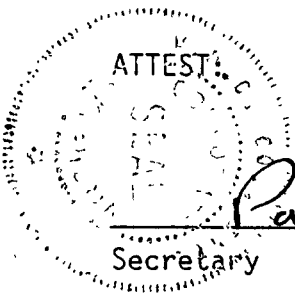
5. These covenants shall run with the land and shall be binding upon the undersigned owners and on all persons claiming under the owners until July 1, 2005, after which time said covenants shall be deemed automatically extended for successive periods of ten years, provided however, either before or after the year 2005, the then owners of a majority of the lands in said addition may change or vacate these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of the lands in said addition and filed for record in the office of the County Clerk of Washington County, Oklahoma. For the purposes of participating in any action to change or vacate these covenants the City of Bartlesville or any other party having legal standing under these covenants shall have rights equivalent to the owners of any individual land parcel.

6. If the parties hereto, or any of them in their heirs or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions stated herein, it shall be lawful for any person or persons owning any of the real property above described to prosecute any proceedings at law or in equity against the person or persons violating the same, either to prevent him, her, or them from doing so or to recover damages therefor.

IN WITNESS WHEREOF THE VILLAGE DEVELOPMENT COMPANY (VDC, Inc.) has caused this Certificate of Dedication and Restrictive Covenants to be executed this 25th day of July, 1985.

The VILLAGE DEVELOPMENT COMPANY (VDC, Inc.)

BY: Bill W. Jones, Pres.



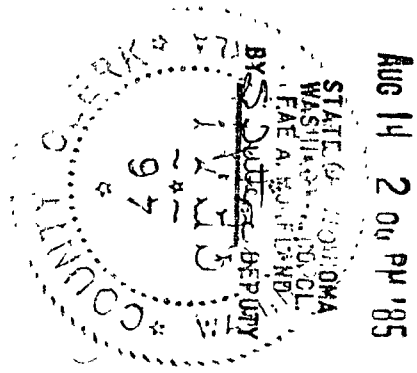
State of Oklahoma
County of Washington

Before me, the undersigned, a Notary Public in and for said County and State on this 25th day of July, 1985, personally appeared Bill W. Jones, President to me knowned to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 9/28/88

Rose Johnson Notary Public



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A P P E N D I X A
TO THE RESTRICTIVE COVENANTS OF
GREEN COUNTRY VILLAGE THIRD ADDITION

The following are additions and deletions to the permitted uses as shown in zoning districts C-5 and C-3 of the Bartlesville Zoning Regulations.

The following are uses from various residential districts that may be included on sites platted as parts of Green Country Village Third Addition:

- . Art Galery or Museum, public.
- . Auditorium or theatre.
- . Dwelling, multi-family, including duplex.
- . Dwelling, Single-family detached.
- . Garden-Type Apartments.
- . Hospital, general, not including animal.
- . Institution for Children and the Aged.
- . Parish House, Including Nunnery or Rectory.
- . Pets: keeping of.
- . Rehabilitation Center for Handicapped Persons.
- . Residential Accommodations for Caretakers or Servants, Accessory
- . Sanitorium.
- . Others as might fall into less inclusive zoning districts.

The following are uses from the list of permitted uses in the C-5 zoning district which would be specifically excluded from sites in the Green Country Village Third Addition:

- . Agriculture: Animal and Poultry Husbandry, etc.
- . Agriculture: Field Crops.
- . Agriculture: Retail sales of on-premises products.
- . Aircraft sales
- . Automobile, bus or truck bodywork or painting.
- . Automobile, bus, or truck dismantling, salvage or wrecking.
- . Automobile sales, used.
- . Bait store.
- . Bus sales, service and repairs.
- . Carting, crating, express, hauling, moving and storage.
- . Contractor or construction offices and shops (air conditioning, building, cement, electrical, heating, masonry, painting, plumbing, refrigeration, roofing and ventilation).
- . Dance hall, commercial.
- . Dry cleaning plant (including carpet cleaning).
- . Eating Place, providing service in automobiles (provided, however that this shall not operate to prohibit the use of remote ordering facilities and drive-through pick-up lanes.).

- . Exterminator, pest.
- . Farm equipment, sales, and repairs.
- . Feed and fertilizer sales.
- . Food locker plant.
- . Freight depot: railroad and/or truck.
- . Garage for parking of commercial or public utility vehicles.
- . Machine tools, sales, service, rental, repair.
- . Mobile homes sales.
- . Motor cycles sales and service.
- . Oil well supplies and machinery sales.
- . Radio broadcasting transmitter or tower.
- . Railway company facilities.
- . Sign advertising, commercial.
- . Sign shop.
- . Skating rink, commercial.
- . State garage, yard or similar facility.
- . Telephone shop, garage or storage facilities.
- . Television broadcasting transmitter or tower.
- . Terminal company facilities, all types.
- . Tire recapping shop.

Appendix A (Continued)

- . Trailer sales or rental (other than house trailer).
- . Transit vehicle storage and servicing.
- . Truck sales.
- . Vulcanizing shop.
- . Warehousing establishment.
- . Water filtration plant.
- . Well drilling contractor, yard, or shop.
- . Wholesale establishment, including storage.
- . Welding service, minor.

IN WITNESS WHEREOF THE VILLAGE DEVELOPMENT COMPANY (VDC. Inc.) has caused this Certificate of Dedication and Restrictive Covenants to be executed this 25th day of July 1985.

THE VILLAGE DEVELOPMENT COMPANY (VDC. Inc.)

BY

Bill W. Jones

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7LESVILLE, OK. 74005

ATTEST

Secretary

Paul A Roll