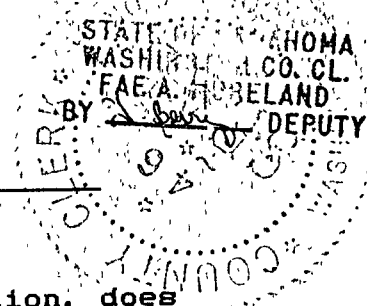


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ABSTRACT OF OWNERS CERTIFICATE,  
RESTRICTIVE COVENANTS AND LIMITATIONS OF  
QUAIL RIDGE 7TH ADDITION TO BARTLESVILLE,  
WASHINGTON COUNTY, OKLAHOMA



KNOW ALL MEN BY THESE PRESENTS:

THAT ABA ENTERPRISES INCORPORATED, a corporation, does hereby certify that it is the owner of the following described real estate in Washington County, Oklahoma, to-wit: See attachment.

and embraced in QUAIL RIDGE 7TH ADDITION SECTION I, now platted in blocks, lots, streets and easements recorded in plat Envelope No. 521 in the records of the Office of the County Clerk of Washington County, Oklahoma; and

WHEREAS, the land is being developed for residential purpose.

NOW, THEREFORE, for the purpose of providing an orderly development of all the lots and blocks 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 of the said SECTION I of QUAIL RIDGE 7TH ADDITION to which it shall be encumbered 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 SECTION I of QUAIL RIDGE 7TH ADDITION, shall take, hold and convey the same subject to the following restrictions and reservations, to wit:

SECTION I

1. "Developer" shall mean and refer to ABA ENTERPRISES INC., its Officers, Authorized representative(s) or successors.

SECTION II

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

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2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than fifty one percent (51) of the Lot Owners, and thereafter by an instrument signed by not less than fifty one percent (51) of the Lot Owners. Any amendment must be recorded.

4. RIGHT TO ENFORCE. The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during his, its or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set fourth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

### SECTION III

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 for the conduct of any business or trade.

2. All lots located in said addition shall be known as and are hereby reserved exclusively for single family residential lots and/or building sites. Each lot and/or building site shall have not more than one (1) single family residence not to exceed two and one-half (2 1/2) stories in height, and a private garage for not less than two (2) cars nor more than three (3) cars.

3. No subdivision or combination of parts of any two lots shall result in a building site having less than 7000 square feet. No residence shall have less than 1750 square feet living area. All lots shall have a 25 foot front set back or as designated on plat, a 7 1/2 foot sideyard set back or as designated on plat, and rear-yard set backs to be 20 feet. In the case of a change of the City of Bartlesville codes pertaining to the aforementioned set backs owners must conform to the City of Bartlesville codes.

4. No building shall be erected past the building line limit as defined under the zoning and subdivision regulations of the City of Bartlesville.

5. Prior to January 1, 2010. No building shall be erected until the building plans, specifications, and plot plans have been submitted to the Developer and written approval thereof obtained from the Developer prior to the commencement of any construction upon each and all of the lots.

6. No main residential structure shall ever be erected, placed or constructed on any building site in this Addition, unless at least 50% of the exterior walls thereof be of brick or stone. Any deviation from the above must be approved, in advance of construction, and in writing, by the Developer.

7. Roofs are to be of wood shingles, shakes, clay, tile, or composition roofing. Any deviation from the above must be approved, in advance of construction, and in writing, by the Developer.

8. All fences must be wood and may not exceed 8 feet in height. Fences shall not be erected past the front building line limit as defined under the zoning and subdivision regulations of the City of Bartlesville, Oklahoma.

9. 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.

10. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in this addition, it being the intention of this covenant to definitely prohibit the moving onto and/or placing of existing residential structures on any of the lots. Any deviation of the above must be approved, in writing, by the Developer.

11. No miscellaneous structures are allowed on this property without the prior written approval of the Developer. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming

part of the principal living structure), storage tanks, tool shed, kennels, pool houses, pergola, greenhouses, wind powered generators and the concomitant towers, satellite receivers, radio or television towers, antennae or aerials or any other temporary structure, etc. This is not intended to prohibit outbuildings etc., but only to control the use thereof for the protection of all owners. There is an exception for television antennae that do not exceed 6 feet in height, until such a time as cable television is available.

12. All residences constructed in said addition shall front Chisholm Circle. Any deviation to this must be approved in writing by the Developer prior to construction.

13. It shall be the responsibility of each lot owner, before a residence is occupied, to construct a sidewalk on all lots adjoining a public street. In the case of corner lots, it shall be the responsibility of each lot owner to construct the sidewalks in front and on the sides of the lot. The sidewalks shall be constructed in accordance with the current City of Bartlesville design standards or if no standards exist then by the requirements of the Developer.

14. The Developer 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 easements, sewer and other pipelines conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

15. No lot owner shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground primary and secondary distribution system; nor shall service other than 120/240 volt, single-phase service be demanded.

16. Underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon the installations of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

A. Overhead pole lines for the supply of electric service may be located in the Development if necessary.

Street light poles or standards may be installed and erected throughout said addition 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.

17. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easementways 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.

18. 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 damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

19. 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.

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

21. 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.

22. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used or approved by the Developer or buy a Builder during the construction and sales period shall be permitted and such signs shall not be subject to any size limitations or quantity.

23. CONSTRUCTION PERIOD. Upon commencement of the excavation for construction of any Lot or Lots in this plat, the work must be continuous, weather permitting, until the

house, etc. is completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension for the completion of said house, etc. is given by the Developer. If no such consent is given, the Developer or its designee may, but shall not be obligated to, complete such construction.

24. No tank for the storage of oil or other fluid may be maintained above the ground on any of these lots.

25. No drilling or puncturing of the surface for oil, gas, or other minerals or hydrocarbons or water or combinations thereof shall be permitted without the prior written consent of the Developer.

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SE 1/4, NE 1/4, SE 1/4, OF SECTION 10, T26N, R13E, WASHINGTON COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID E 1/2, SE 1/4, NE 1/4, SE 1/4, OF SECTION 10; THENCE N89°58'35" W A DISTANCE OF 360.00'; THENCE N00°03'45" E A DISTANCE OF 335.00' TO THE SOUTH RIGHT-OF-WAY LINE OF BAYLOR DRIVE; THENCE ALONG THE SAID RIGHT-OF-WAY LINE S89°59'35" E A DISTANCE OF 360.00' TO THE SECTION LINE; THENCE ALONG THE SAID SECTION LINE S00°03'45" W A DISTANCE OF 335.00' TO THE POINT OF BEGINNING- CONTAINING 2.77 ACRES.

