

ABSTRACT OF OWNER'S CERTIFICATE AND
RESTRICTIONS OF PARK HILL 2ND ADDITION
TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT the ROUND HILL DEVELOPMENT COMPANY, a corporation, does hereby certify that it is the owner of the following described real estate in Washington County, Oklahoma, to-wit:

45736

A TRACT OF LAND IN THE W1/2 SW1/4 OF SECTION 3, TOWNSHIP 26 NORTH RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SECTION LINE WHICH IS N. 0° 10' 03" E. A DISTANCE OF 1090.17' FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE ALONG THE WESTERLY SECTION LINE N. 0° 10' 03" E. A DISTANCE OF 307.64' TO THE INTERSECTION WITH A NON-TANGENT CURVE WHICH IS CONCAVE TO THE NW AND HAS A RADIUS OF 1195.00'; THENCE ALONG SAID CURVE A DISTANCE OF 615.23' TO A POINT WHICH HAS A CHORD N. 73° 43' 43" E. A DISTANCE OF 608.46' TO THE TRUE POINT OF BEGINNING; THENCE S. 48° 20' 08" E. A DISTANCE OF 190.00'; THENCE S. 71° 31' 02" E. A DISTANCE OF 77.93'; THENCE S. 84° 25' 18" E. A DISTANCE OF 73.85'; THENCE N. 88° 09' 55" E. A DISTANCE OF 60.00'; THENCE S. 1° 50' 05" E. A DISTANCE OF 22.50'; THENCE S 89° 50' 00" E. A DISTANCE OF 386.39' TO A POINT ON THE EASTERLY LINE OF THE SAID W1/2 SW1/4; THENCE ALONG SAID EASTERLY LINE N. 0° 09' 55" E. A DISTANCE OF 693.75'; THENCE ALONG A CURVE WHICH IS CONCAVE TO THE SE AND HAS A RADIUS OF 519.81' A DISTANCE OF 390.05', WHOSE CHORD IS S. 68° 21' 34" W. A DISTANCE OF 352.90'; THENCE S. 41° 35' 07" E. A DISTANCE OF 56.54'; THENCE S. 0° 09' 55" W A DISTANCE OF 170.00'; THENCE S. 63° 07' 23" W. A DISTANCE OF 26.43'; THENCE N. 42° 38' 09" W. A DISTANCE OF 129.05'; THENCE ALONG A CURVE WHICH IS CONCAVE TO THE NW AND HAS A RADIUS OF 50' A DISTANCE OF 51.28', WHOSE CHORD IS S. 76° 44' 38" W A DISTANCE OF 49.06'; THENCE ALONG A CURVE WHICH IS CONCAVE TO THE NW AND HAS A RADIUS OF 1195.00' A DISTANCE OF 379.06', WHOSE CHORD IS S. 49° 53' 33" W. A DISTANCE OF 377.47' TO THE POINT OF BEGINNING, CONTAINING 7.23 ACRES MORE OR LESS.

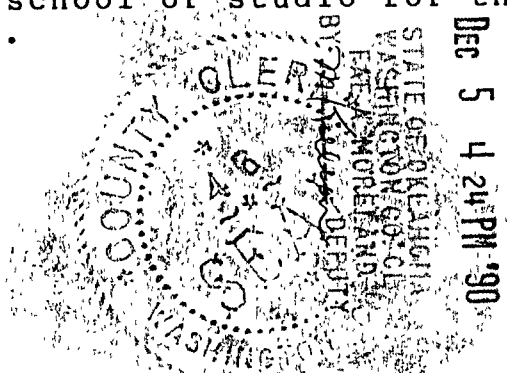
and embraced in PARK HILL 2ND ADDITION, now platted in blocks, lots, streets and easements recorded in Plat Envelope No. 526 in the records of the Office of the County Clerk of Washington County, Oklahoma; and

WHEREAS, the land is being developed for residential purposes.

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 PARK HILL 2ND 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 PARK HILL 2ND 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 for the conduct of any business or trade.

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2. Lots Fifty-Six (56) through Seventy Two (72) are hereby designated for single-family use, with a minimum of 2,000 square feet living area. Single-family lots shall have a 25-foot front setback or as designated on plat, a 7 1/2-foot side yard setback, except corner lots which setback will be designated on plat; rear yard setbacks to be in accordance with the zoning regulations of the City of Bartlesville.

3. Under Lots Fifty-Six (56) through Seventy-Two (72), a building site or plat may be one lot, more than one lot, or less than one lot, but each building site or plat shall have an area of not less than 7,000 square feet.

4. No structure shall be erected, placed or permitted to remain on any building plot other than as hereinabove set forth, and buildings appurtenant thereto such as a garage, servants quarters, children's playhouse, swimming pool and bathhouse and garden shelter. No house, garage or any other building shall be moved into this subdivision. Each residence shall be constructed in the main of brick veneer, stone, stone veneer or wood siding (concrete blocks not acceptable).

5. Prior to January 1, 2010, no building shall be erected, placed or altered or any building plot in this addition until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by the Round Hill Development Company, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

6. Prior to January 1, 2010, each residence constructed in this addition shall be constructed by a builder who shall be approved in writing by the Round Hill Development Company.

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

8. Any plot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such plot in the addition shall have a presentable frontage on each abutting street.

9. Sidewalks shall be constructed by builder or owner on all lots adjoining a public street 40 inches from back side of curb, sidewalks shall be 48 inches wide and four inches thick. Corner lots shall require sidewalks on both street sides.

10. Developer 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, Developer agrees to include the following provisions in the Deed of Dedication creating said plat and subdivision, to-wit:

(a) Overhead pole lines for the supply of electric service may be located along the east side of the development. Street light poles or standards

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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) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, 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 installation 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.

(c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-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 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 underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

11. 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 designed or utilized to house poultry, cows, horses, rabbits, pigs or other animals, nor shall any such poultry, cows, horses, rabbits, pigs, or other livestock be kept or maintained upon the premises.

12. 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.

13. No billboards or advertising signs or structures 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 25" x 36" may be placed upon any lot or structure located thereon.

14. 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.

15. No fence, whether ornamental or otherwise, shall be erected past the front building line limit as defined under the zoning and subdivision regulations of the City of Bartlesville, Oklahoma.

16. 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 (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years until an instrument signed by the majority of the then owners of the lots has 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 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.

ROUND HILL DEVELOPMENT COMPANY,
a corporation,

By: Robert L. Hart
Robert L. Hart,
Vice President
4425 Nowata Rd
BARTLESVILLE, OK 74006

(SEAL)
CORPORATE
ATTEST:
1990
Secretary

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

Before me, the undersigned, a Notary Public in and for said State, on this 5th day of December, 1990, personally appeared Robert L. Hart, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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.

Elaine Stark
Notary Public

My commission expires:

1-12-1991

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