

OWNER'S CERTIFICATE AND RESTRICTIONS OF
FOX HOLLOW ADDITION BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA

55959

KNOW ALL MEN BY THESE PRESENTS:

That Fox Ridge Development Company Inc., an Oklahoma Corporation, Bartlesville, Oklahoma, (the "Owner") does hereby certify that Fox Ridge Development Company, Inc., is the owner of the following described real estate located in Washington County, Oklahoma, to wit:

A TRACT OF LAND LOCATED IN THE W/2 SW/4 SE/4 SECTION 20,
T26N, R13E, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 20,
T26N, R13E; THENCE N 0° 00' 40" W A DISTANCE OF 65.00
FEET TO THE TRUE POINT OF BEGINNING; THENCE N 0° 00' 40"
W A DISTANCE OF 842.95 FEET; THENCE EAST 325.00 FEET;
THENCE S 0° 00' 40" E A DISTANCE OF 240.00 FEET; THENCE
EAST 144.77 FEET; THENCE S 83° 32' 53" E A DISTANCE OF
60.17 FEET; THENCE EAST 107.17 FEET; THENCE S 0° 20' E A
DISTANCE OF 601.20 FEET; THENCE WEST 317.28 FEET; THENCE
N 0° 20' 00" W A DISTANCE OF 5.00 FEET; THENCE WEST 322.80
FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINING
10.6 ACRES MORE OR LESS.

which real estate has been surveyed and platted in lots and
blocks under the name as reflected by that certain Deed of
Dedication and Plat recorded in the office of the County Clerk
of Washington County, Oklahoma in Plat Envelope No. 534

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 coven-
ants for the benefit of the owners of lots in said plated sub-
division, the Owner does hereby impose the following restrictions
and reservations on all of the said Fox Hollow Addition
(the "Addition"), to which it shall be incumbent upon the succ-
essors in title to adhere and any person or person, corporations,
hereafter becoming an owner, either directly or through any
subsequent transfer or in any manner whatsoever of any lot or lots
included in the Addition, shall take, hold and convey the same
subject to the following restrictions, to wit:

1. All lots in the Addition shall be used exclusively for res-
idential 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. No structure shall be erected, placed or permitted to remain
on any lot other than one (1) single family residence and build-
ings appurtenant thereto, such as a garage, servant's quarters,
children's playhouse, swimming pool and bath house, and garden
shelter. No house, garage or any other building shall be moved
into the addition.
3. No residence shall be constructed containing less than 2,400
square feet of usage space, exclusive of breezeways, porches,
attached garages, walks, driveways, swimming pools and bath houses.
Each residence shall be constructed in main of brick, brick veneer,
stone, stone veneer or wood siding (concrete block not acceptable).

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4. In order to assure that structures constructed within the Addition shall conform and harmonize in design with respect to topography and finished ground elevation, prior to the expiration of ten (10) years from the date hereof, no building shall be erected, placed or materially altered until the building plans, specifications, and plot plan showing the location of the buildings shall have been approved in writing by Fox Ridge Development Company, Inc., which approval shall be indicated by a certificate signed and acknowledged by an officer of said corporation.
5. No building shall be erected on any lot nearer to the front lot line, side street line, interior lot lines or rear lot line than the minimum building setback requirements as set forth in the zoning regulations for the Bartlesville Metropolitan Area Planning Commission adopted by the Board of Commissioners of the City of Bartlesville, August 1, 1966 and amendments thereto.
6. Any lot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such a lot shall have a presentable frontage on each abutting street.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or might become an annoyance or a nuisance to the neighborhood. No building shall be erected on any of the lots in the Addition which is designed or utilized to house poultry, cows, horses, pigs, rabbits, or other livestock, nor shall any of the last described animals be kept or maintained within the Addition.
8. No basement, tent, shack, trailer, garage, barn or other structure of a temporary character shall be erected for use, utilized or occupied as a residence.
9. No billboards or advertising signs or structure shall be erected or maintained upon any lot in the Addition, except "For Rent" or "For Sale" signs, which signs shall not exceed 24" x 36" in size.
10. Roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 300# or more per square, and shall be simulated shake in appearance. (Standard composition shingles not acceptable.)
11. No fence, whether ornamental or otherwise, shall be erected on any lot nearer to the front property line than the front building lines.
12. The Owner 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 utility pipelines, conduits, poles, wires and other similar instrumentalities capable of performing public or quasi-public utility functions, both above and beneath the surface of the ground, with the right of access at any time to the same for purposes of installation, repair, maintenance and removal.
13. Areas designated on the plat of the Addition as "Drainage Easement" (D/E) are hereby established by grant of the Owner as a perpetual restrictive easement for the purposes of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Addition and from properties outside the Addition. Drainage facilities constructed in said Drainage Easements 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. The Drainage Easement shall be maintained by the lot owner upon which said easements are located at his cost in accordance with standards prescribed by the City of Bartlesville. In the event a lot owner shall fail

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to adequately and properly maintain said easement, the City of Bartlesville may enter upon said easements, and perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owner. In the event said lot owner fails to pay the cost of maintenance within thirty (30) days after completion of same, said cost shall be a lien against the defaulting owner's lot(s) which may be foreclosed by the City of Bartlesville.

No fence, wall, planting, building or other obstruction shall be placed or maintained in said Drainage Easements without approval of the City of Bartlesville, and there shall be no alteration of the grades or contours in said easements without the approval of said City Engineer.

Said easements or any part thereof may be terminated, released and cancelled upon resolution duly adopted by the Bartlesville Board of Commissioners.

14. Owner desires that the supply of electricity throughout the Addition be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, the following provisions shall apply, to-wit:
- (a) Street light poles or standards shall be served by underground cable, and elsewhere throughout the Addition all supply lines shall be located underground, in the easementways reserved for general utility services and the streets shown on the recorded 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 on all lots in said Addition may 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 of said house.
 - (c) The supplier of electric service, through its agents and employees, shall at all time have the right of access to all 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 supplier of electric service 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 agent 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.
15. The initial purchaser of each lot contained in the addition shall be responsible for and shall bear the cost and expense of constructing sidewalks along the frontage of the lot. Sidewalks shall be constructed as per City of Bartlesville regulations and standards.
16. These covenants and restrictions shall run with the land, and shall be binding upon all persons owning lots in the Addition for a period of twenty (20) years from the date these covenants are recorded and shall be automatically extended for successive periods of ten

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(10) years each. The restrictions contained herein (with the exception of paragraphs 12,13,and 14) may be modified, amended and/or waived by an instrument which is signed by a majority of the owners of the lots agreeing to such modification, amendment and/or waiver.

Enforcement shall be by proceedings at law or in equity to restrain violations and/or recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

Dated this 22nd day of January, 1992

Fox Ridge Development Company, Inc.,
an Oklahoma Corporation

Attest:

Kim A. Hopper
Secretary

Barbara A. Hopper
President

State of Oklahoma)
County of Washington) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 22nd day of January, 1992 personally appeared BARBARA A. HOPPER as President of Fox Ridge Development, Company Inc., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

Commission expires:
August 31, 1995

Barbara A. Hopper
Notary Public

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STATE OF OKLAHOMA
WASHINGTON COUNTY CLERK
BETTY R. SISE
DEPUTY

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CORRECTED
AMENDMENT OF RESTRICTIONS OF FOX HOLLOW 1ST ADDITION, BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA.

Fox Ridge Development Company, Inc., an Oklahoma corporation, being the owner of all of the real property located in Washington County, Oklahoma, platted and dedicated as Fox Hollow 1st Addition on the following described real property as follows, to-wit:

A tract of land located in the W/2 SW/4 SE/4 Section 20, Township 26 North, Range 13 East, Bartlesville, Washington County, Oklahoma, being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 20, T26N, R13E; Thence N 0° 00' 40" W a distance of 65.00 feet to the true point of beginning; Thence N 0° 00' 40" W a distance of 842.95 feet; Thence East 325.00 feet; Thence S 0° 00' 40" E a distance of 240.00 feet; Thence East 144.77 feet; Thence S 83° 32' 53" E a distance of 60.17 feet; Thence East 107.17 feet; Thence S 0° 20' E a distance of 601.20 feet; Thence West 317.28 feet; Thence N 0° 20' 00" W a distance of 5.00 feet; Thence West 322.80 feet to the true point of beginning. Said tract containing 10.6 acres more or less,

that the covenants and restrictions heretofore issued by this owner and recorded in Book 866 at Page 1940 in the office of the County Clerk of Washington County, Oklahoma, are hereby amended as follows, to-wit:

Lots 1, 2, 3, 4 and 5 may have duplexes placed thereon, but each unit must have a minimum of 2,000 square feet of usable floor space, exclusive of subsidiary buildings, porches, attached garages, walks, driveways, etc. One unit shall be on the south Half of a lot and the other unit shall be on the North Half of a lot. The common wall between each duplex shall be jointly maintained and the owners shall not commit any act which shall damage the common walls, the common wall meaning the wall that goes from the slab up to the roof. Each duplex owner shall maintain insurance for fire and extended coverage covering their property in the amount of the full insurable value of the unit and in the event the improvements are damaged, including the common wall, roof of any common utilities, all insurance proceeds to repair the damage to those portions of the building, including utilities, shall be used to restore that damage. The roof on each duplex shall be of the same material and color and that any repair or replacement shall continue the uniform appearance of the roof. At such time as the duplex needs re-roofing the cost shall be born equally. Each owner is granted a maintenance or repair easement for the purpose of making repairs or performing maintenance on their units. In the event of any dispute arising concerning a party wall, roof, etc., each party shall choose one arbitrator and each such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, this agreement was executed at Bartlesville, Oklahoma, this 19th day of April, 1993.

FOX RIDGE DEVELOPMENT COMPANY,
INC., an Oklahoma Corporation

Attest:


Secretary


President

THIS DOCUMENT IS BEING REFILED TO CORRECT THE PAGE NUMBER OF THE COVENANTS AND RESTRICTIONS.

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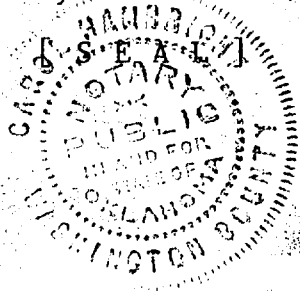
STATE OF OKLAHOMA, County of Washington.) ss.

Before me, the undersigned, a Notary Public in and for said County and State on the 19th day of April, 1993, personally appeared BARBARA A. HOPPER as President of Fox Ridge Development Company, Inc., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

Carol Hanley, Notary Public.

My commission expires: 7-29-95.

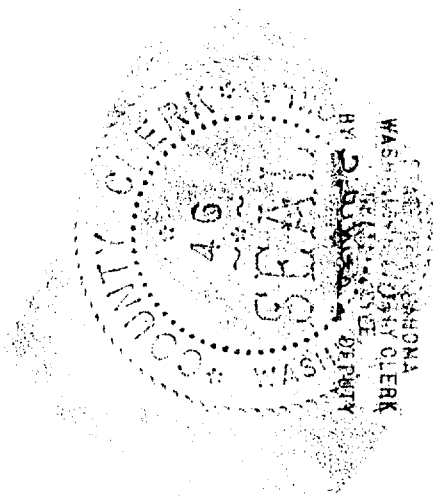


*Fox Ridge Development Company Inc
803 S Dewey
Bartlesville, OK 74003*

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STATE OF OKLAHOMA
WASHINGTON COUNTY CLERK
BY *[Signature]* DEPUTY



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