

FILED

APR 9 8 44 AM '92

ABSTRACT OF OWNER'S CERTIFICATE AND
RESTRICTIONS OF ROLLING HILLS 10TH ADDITION,
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA:

STATE OF OKLAHOMA
WASHINGTON COUNTY CLERK
BETTY R. SISE
DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT DON MUELLER HOMES, INC., a corporation, does hereby certify that it is the owner of the following described real estate in Washington County, Oklahoma, to-wit:

56557

Beginning at the NW corner of the S $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{4}$, Section 21, T26N, R13 E, Washington County, Oklahoma, thence N 89° 56' 53" E 432.00 Ft.; thence S 00° 03' 00" E 203.48 Ft.; thence S 45° 00' 59" W 184.51 Ft.; thence S 00° 17' 00" E 325.00 Ft.; thence N 89° 59' 01" W 300.00 Ft. to the SW Corner of the SW $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section; thence N 00° 17' 00" W 658.44 ft. to the point of beginning, containing 5.35 Acres more or less

and embraced in Rolling Hills 10th Addition, now platted in blocks, lots, streets and easements recorded in Plat Envelope No. 535 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 of the lots and blocks included in the above described plat, and for the purposes 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 Rolling Hills 10th Addition to which it shall be encumbent 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 Rolling Hills 10th 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.

2. Lots are hereby designated for single-family use, with a minimum of 1,800 square feet living area. Single-family lots shall have a 25-foot front setback or as designated on plat, a 7 $\frac{1}{2}$ -foot sideyard setback, except corner lots which setback will be designated on plat; rear-yard setbacks to be 20 feet.

3. 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, childrens 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.)

4. Prior to January 1, 2011, no building shall be erected, placed or altered on 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 Don Mueller Homes, Inc., 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.

5. Prior to January 1, 2011, each residence constructed in this addition shall be constructed by a builder who shall be approved in writing by Don Mueller Homes, Inc.

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

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7. 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.

8. 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.

9. The undersigned 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 pipe line conduits, wires and any other method of construction or performing any public or quasi-public utility function beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

(a) Overhead pole lines for the supply of electric service may be located along the south side of the development. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easementways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may be also located in said easement-ways.

(b) All 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 protective 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.

10. 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 shall any such poultry, cows, horses, rabbits, pigs, or other livestock be kept or maintained upon the premises.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. No structure shall be constructed within a 100-foot radius of an existing unplugged oil well until such time as the well head is removed, and the well plugged in accordance with the Oklahoma Corporation Commission and City of Bartlesville regulations.

The following lots shall not be developed until such time as the wells have been plugged as stated in the above paragraph:

Lot 4, Lot 8, Lot 9 and Lot 10

The following lots may be developed with special consideration given to the fact that no structure shall encroach upon the 100-foot limit of construction until such time as the wells have been plugged as stated in the above paragraph:

Lot 1, Lots 2, Lot 3, Lot 6, Lot 7, Lot 12 and Lot 13.

The following lots are free and clear of any restriction regarding the location of oil wells within the Rolling Hills 10th Addition development area:

Lot 5, Lot 11, Lot 14 and Lot 15.

At such time as the existing oil wells within this subdivision are plugged, the above mentioned building restrictions shall become null and void and all lots may be developed in accordance with the existing City of Bartlesville codes and standards.

"SEE EXHIBIT "A"

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.

DON MUELLER HOMES, INC., a corporation

By Don D Mueller
President

ATTEST
By Naoma R Mueller
Secretary

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss.

Before me, the undersigned, a Notary Public in and for said county and state, on this 24 day of April, 1992, personally appeared DON MUELLER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President 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.

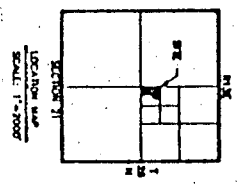
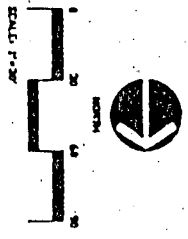
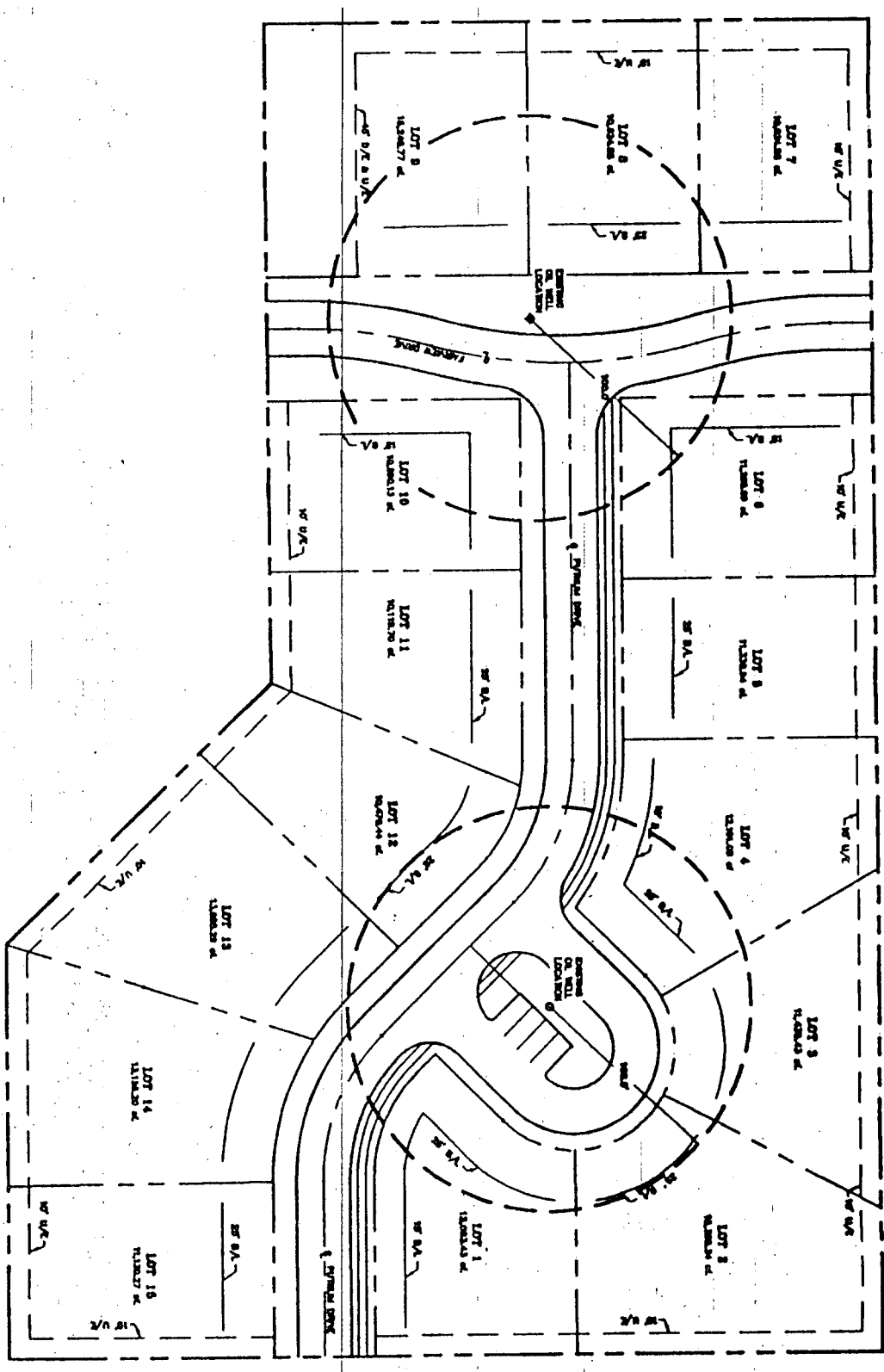
Given under my hand and seal of office the day and year last above written.

[Signature]
NOTARY PUBLIC

My Commission Expires:
April 27, 1993

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SHEET NO.
1
OF 1 SHEETS

EXHIBIT "A"
FOR
ROLLING HILLS 10th ADDITION
OIL WELL CONSTRUCTION RESTRICTIONS
BARTLESVILLE OKLAHOMA

C & A ASSOCIATES, INC.
CORPORATE OFFICES
4100 W. ADAMS RD. SUITE C101
BARTLESVILLE, OKLAHOMA 74008
918 - 333-0300

DATE REVISION	

DESIGN BY J. BOW	APPROVED J. CROOKSBY
PROJECT NO. P02	FILE NO. 28
DATE 4-8-88	SCALE 1"=20'

