

**OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

That Robert W. Emerson Trust, Robert W. Emerson, Trustee, does certify that the Robert W. Emerson Trust is the owner of the following described real estate located in Washington County, Oklahoma, to wit:

A tract of land of approximately one hundred ten (110) acres with the legal description of S/2 SE/4 NW/4 and SW/4 SW/4 NE/4 and E/2 SW4 of Section 33, Township 26 North, Range 13 East.

which real estate has been surveyed and platted in lots, roads and easements under the name of "Falcon Ridge" as reflected by that certain Deed of Dedication and Plat recorded in the office of the County Clerk of Washington County, Oklahoma on APRIL 19, 2001 in Plat Envelope No. 570.

Said owner, together with the Trustee and spouse of the Trustee, do by this instrument impose on all the land included in said Division certain restrictions as herein set out.

AND, WHEREAS, the land is being developed for residential purposes.

NOW, THEREFORE, for the purpose of providing for an orderly development of the lots included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and does hereby impose the following restrictions and reservations on all of the said Falcon Ridge Addition, to which it will be encumbent upon its successors in title to adhere, and any person or corporation, hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in the Addition, shall take, hold and convey and be subject to these restrictions and reservations, which are subject to alteration or amendment as provided in Article IX.

**ARTICLE I  
DEFINITIONS**

1. The Falcon Ridge Association, Inc., sometimes herein referred to at the "Association", is a not-for-profit corporation organized under Title 18, Section 1001 et. seq., of the Oklahoma Statutes. Article V sets out the requirements for membership and voting rights in the Association.
2. "Lots" shall be those lots shown on the plat of the Falcon Ridge Addition, herein sometimes referred to as the "Addition".

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3. The term "Owner" shall mean the record owner (s) of title to any Lot and, for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members of such Owner, and all their quests and invitees.
4. The term "Board" shall mean the Board of Directors of the Association.
5. The term "Architectural Committee" shall mean a committee composed of a person or persons who shall be appointed by the Board from the Association members who indicate a willingness to serve on the committee.
6. The term "Road" shall mean the primary common-use road serving the lots within the Division.
7. The term "Common Areas" shall include (i) the Road and road right-of-way and adjacent utility easements, and (ii) any gateways and entrances, together with all improvements thereon and thereto, the use, benefit and enjoyment of which is intended for all the Owners.
8. The term "Exterior Structure" shall mean any structure erected or maintained on the Lot other than the main residential structure or any structural component thereof, and shall include without limitation any deck, gazebo, barn, greenhouse, doghouse or other animal shelter, outbuilding, fence, swimming pool, hot tub, basketball goal, swing-set, trampoline, playhouse, tree-house or other recreational or play structure.

**ARTICLE II**  
**BUILDING AND USE RESTRICTIONS**

1. All the Lots in the Addition shall be used for single-family, private residential purposes. No trailer, tent, garage or Exterior Structure shall at any time be used either temporarily or permanently for human habitation, nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or Common Areas or used for human habitation. No residence or Exterior Structure, or any portion thereof, shall be used as a boarding house, nursing home, rooming house, professional office or for the conduct of any business or trade.
2. A building site may be one Lot, more than one Lot, but in no case less than one Lot.
3. No residence shall be less than 2,700 square feet of usable living space, exclusive of basements, whether finished or unfinished, breezeways, porches, attached garages, walks, driveways, bath houses or other Exterior Structures.
4. The exterior walls of all residences and all appurtenances thereto shall be covered by brick, brick veneer, stone, stone veneer, wood siding, wood shingles, stucco, glass, aluminum siding, polyvinyl chloride (vinyl) siding, or fiber-cement lap siding (such as Hardiplank and FibreChem)

or any combination thereof, unless otherwise approved by the Architectural Committee. The use of concrete block is not acceptable.

5. All residences shall have roofs of wood, tile, slate, heavy composition shingles, concrete shingles or other similar materials approved by the Architectural Committee. Composition roof material shall be asphalt or fiberglass material with a weight of 300 pounds or more per square, and shall have a simulated shake appearance, (standard composition shingles are not acceptable). Roofs will have a minimum pitch of three (3) inches per foot unless approved by the Architectural Committee.

6. All residences shall have exterior doors constructed of wood, metal clad and wood laminate, colored metal, fiberglass or glass, or any combination thereof.

7. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the structure or covered with brick veneer, stone veneer, siding or other covering that is compatible with the structure. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence. All trash receptacles, air-conditioning apparatus, miscellaneous electrical equipment and clothes lines shall be screened when viewed from the Road.

8. No Exterior Structure shall have a footprint of larger than thirty by forty (30 X 50) feet, and a height to the peak of the roof of greater than twenty-four (24) feet from grade. The exterior appearance of all Exterior Structures shall be compatible with the residence on the Lot. All restrictions regarding exterior wall coverings, roofs and doors that apply to residences shall also apply to Exterior Structures.

9. No building or structure shall be moved from another location onto the Division.

10. No above ground swimming pools will be permitted. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition.

11. No signs, advertisement or billboard may be erected or maintained on any Lot except the following:

a. One sign not more than three feet high or three feet wide, not to exceed a total of five square feet, may be maintained offering the residence for sale or lease.

b. One garage sale sign is permitted on the Lot while the sale is being held, provided such sign is removed within 24 hours after the close of the sale.

c. Political signs are permitted beginning up to three weeks prior to an election, but must be removed within 24 hours after the election.

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12. The Association and Owners and their grantees shall have the right and easement of enjoyment in and to all the Common Areas, but only for the intended use. Such right and easement in favor of the Owners shall pass automatically with title to each Lot.
13. The Association shall at all times be responsible for the proper maintenance of all Common Areas.
14. No Owner shall improve, destroy or otherwise alter the Common Areas without the express written consent of the Association.
15. The Association shall have the right to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.
16. No motor vehicle other than passenger automobiles or pickup trucks shall be left or stored on any Lot except in an enclosed garage or barn except for the following:
  - a. Temporary parking for the purpose of loading and unloading for a maximum of one 72 hour period.
  - b. Temporary parking for the purpose of doing maintenance or repairs
  - c. With written approval of the Board.
17. No satellite dish with a diameter greater than 24 inches shall be allowed.

### **ARTICLE III INSURANCE**

1. Insurance policies shall cover all improvements and personal property of the Association. Public liability and workman's compensation insurance shall be carried by the Association.

### **Article IV Covenants For Maintenance Assessments**

1. Each Owner by the acceptance of a deed for the property in the Addition covenants and agrees to pay to the Association:
  - a. Annual assessments or charges, the amount of which will be established by the Board, and
  - b. Special assessments for Capital improvements

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The annual and special assessments together with interest shall be a lien on the Land of the respective Owners. Each such assessment together with interest and reasonable expenses, including attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but such assumption shall not impair the right of the Association to pursue its remedies against the former Owner.

2. The assessments levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment of the residents in the Addition and for the maintenance and replacement of Common Areas.

3. Each Owner shall be assessed for each Lot owned, and assessments for each Lot shall be equal in amount, except that assessments for Lots on which a residence has not been constructed will be made at twenty-five percent (25%) of assessments for sites on which a residence has been constructed.

4. Any action authorizing assessments shall be taken at a meeting of Owners called for that purpose. Written notice of this meeting will be provided to all Owners not less than thirty (30) days prior to the meeting. Any Owner may give to any other Owner his or her written proxy to cast his or her vote at said meeting.

5. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. No Owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein because of nonuse of the Common areas or the abandonment of his or her Lot.

6. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

7. The assessments provided for in this Declaration shall be made solely for the purpose of defraying the costs of the Association in connection with maintenance, repair or capital improvement of the Common Areas.

## **ARTICLE V MEMBERSHIP AND VOTING RIGHTS**

1. Every Owner of a Lot is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have one (1) class of voting membership, and each Owner of a Lot shall be entitled to one (1) vote. When more than one person owns an interest in any one Lot, all such persons shall be members, however, the vote shall be exercised as the owners among themselves determine and in no event shall more than one (1) vote be cast with respect to any one Lot. If an Owner owns more than one (1) Lot, he shall have as many votes as Lots owned.

## **ARTICLE VI EXTERIOR MAINTENANCE**

1. Each Owner shall be responsible for the care, preservation, maintenance and repair of his or her premises and the improvements situated thereon.

## **ARTICLE VII ARCHITECTURAL CONTROL**

1. No residence or Exterior Structure may be erected upon any Lot unless and until the building plans and elevations, specifications, exterior materials, location, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. In addition, no change or alteration in such building plans and elevations, specifications, exterior materials, location, and exterior color scheme thereof can be made until such change or alteration has been submitted to and approved in writing by the Architectural Committee.

2. In order to avoid unnecessary hardship and cost, Owners contemplating construction or exterior improvements shall submit two (2) preliminary drawings of the intended construction or exterior improvement to the Architectural Committee for their preliminary approval thereof before the Owner incurs the expense of having detailed or complete drawings, plans and specifications prepared. The Architectural Committee shall approve or disapprove the preliminary drawings within fourteen (14) days from the receipt thereof. One set of the preliminary drawings will be returned to the Owner, and the other copy shall be retained by the Architectural Committee. If there is no approval or disapproval with fourteen (14) days after delivery of the preliminary drawings to the Architectural Committee, the provisions requiring approval of the preliminary drawings shall be deemed to have been waived. However, this waiver will in no way relieve the Owner from submitting detailed plans to the Architectural Committee for their approval or disapproval prior to the start of construction.

3. Before anyone shall commence construction, exterior remodeling, addition or alteration to any residence, building or structure, there shall be submitted to the Architectural Committee two (2) complete sets of building plans and elevations, specifications, exterior materials, location, and exterior color schemes of said construction, remodeling, addition or alteration. Such plans shall include plot plans showing the location on the Lot of the proposed residence, building or structure, together with the proposed color scheme of roofs and exterior walls thereof. The Architectural Committee shall approve or disapprove said plans, specifications and details within fourteen (14) days from the receipt thereof. One set of said plans, specifications and details with

the approval or disapproval endorsed thereon, shall be returned to the person who submitted same, and the other copy shall be retained by the Architectural Committee. In the event the Architectural Committee takes no action to approve or disapprove such plans, specification and details within fourteen (14) days after delivery thereof to the Committee, the provisions requiring approval of the plans shall be deemed waived.

4. The Architectural Committee shall have the right to disapprove any plans, specifications and details if they are not in conformance with all of the provisions of this Declaration, if the design or color scheme of the propose building or structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures, if the plans and specifications as submitted are incomplete, or in the event the Architectural Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these restrictions and reservations, or are contrary to the interests, welfare or rights of all or any part of the real property owners, all in the sole and uncontrolled discretion of the Architectural Committee. The decisions of the Architectural Committee shall be final unless a variance is granted by the Board of Directors.

5. Neither the Architectural Committee nor any architect or agent of the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

6. The Board of Directors may allow reasonable variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intended purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Division.

#### **ARTICLE IX GENERAL PROVISIONS**

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

2. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

3. 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 it shall be

automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned owner has executed these presents at Bartlesville, Oklahoma, as of the 15 day of March, 2001.

*Robert W. Emerson*

Robert W. Emerson Trust  
Robert W. Emerson, Trustee  
1404 Yorkton Ln  
BARTLESVILLE, OK 74006

*Appeared to me this day Robert W. Emerson,  
on March 15 of 2001*

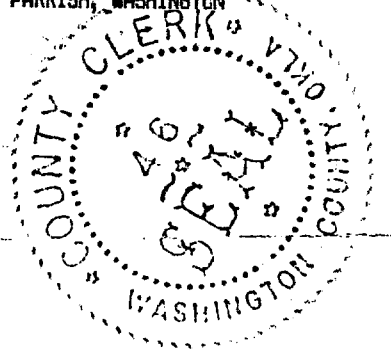
*3-15-2001*

*Sherry Sterling  
My Comm Exp.  
May 5 2004*



Doc # 2001003444  
Bk 948  
Pg 1901-1909  
DATE 04/19/01 14:05:37  
Filing Fee \$24.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
M. PARRISH, WASHINGTON

*Max*



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# Community Development Department

..... PRESERVING THE PAST; PLANNING THE FUTURE



March 28, 2001

Bob Emerson  
1401 Yorkton Lane  
Bartlesville, OK 74006

Dear Bob,

As we discussed previously, this letter shall confirm that your proposed plat of 110 acres to be known as Falcon Ridge Addition is not subject to the jurisdiction of the Bartlesville Metropolitan Area Subdivision Regulations. These regulations mirror Oklahoma State Law which defines a subdivision as the division of land into two or more lots, parcels, tracts, or areas, any one of which when divided has an area of less than ten acres. For the purposes of applying this regulation, policy has been to measure the gross acreage of the tract when measured to the section line, inclusive of rights-of-way, provided that the gross density does not exceed one dwelling unit per 10-acres. Therefore, for the 110-acre plat of Falcon Ridge Addition, a maximum of 11 residential lots would be permitted.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Beeman".

Lisa Beeman  
Director of Community Development

The City of Bartlesville - 401 South Johnstone Avenue - Bartlesville, Oklahoma 74003  
phone: 918-338-4237; fax: 918-338-4239; net: [www.cityofbartlesville.org](http://www.cityofbartlesville.org)

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