

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SOUTHERN HILLS PHASE TWO**

004935

It is the desire and intent of Circle Mountain Inc., a Corporation, {"the Declarant and/ or the Developer"} and the undersigned property owners {"the Owners"} who, collectively with the Developer, represent at least 75% of the owners of lots or property within the Addition/Subdivision, to create a community with residential uses which shall be enhanced by the creation and enforcement of development standards. Such standards shall apply to all lots located in the Addition described as:

See Exhibit A for Legal Description

The Declarant, being the owner of most of the lots and blocks within Southern Hills Phase Two and the Owners, desiring to establish a compatible system of development and preserve the character of Southern Hills Phase Two ("the Addition"), do hereby amend and restate the following protective covenants, conditions and restrictions as stated in the recorded document Plat #597 filed at the Washington County Clerk's Office on MAY 16, 2006.

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ARTICLE I

1.1 Dwellings. Unless waived by the Declarant in writing, the following standards shall apply to all dwellings in the Addition:

- A. Building Site.** A building site or plot may be one lot, more than one lot, or less than one lot, but each building site or plot shall have an area of not less than 7,000 square feet.
- B. Additional Structures.** No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's playhouse, swimming pool and bath house, tennis courts, and garden shelter.
- C. Dwelling Size.** All single story dwellings shall have a minimum living space of at least 1,600 sq. feet. Square footage shall be computed on measurements over frame of the living space, exclusive of porches, patios, and garages.

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- D. **Masonry.** All dwellings shall have a least fifty per cent (50%) of the exterior walls thereof comprised of brick or stone. The front exterior walls of the dwelling shall be 100% comprised of brick or stone; provided, however, that the area of all windows, covered porches and doors are located in the exterior walls shall be excluded in the determination of the area of said exterior walls. On all lots, there shall be a wainscot of masonry along the sides and backs of the houses up to the bottom of the windows.
- E. **Siding.** All exterior surfaces not covered with brick or stone pursuant to subparagraph D above shall be covered with siding.
- F. **Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of Two (2) standard sized automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
- G. **Patio Covers.** All patio covers shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
- H. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
- I. **Mailboxes.** All mailboxes shall be of uniform structure and color and shall be approved by the Declarant prior to installation.
- J. **Roof Pitch; Materials.** Roof materials shall be composition shingles and shall be dark earth tone in color to resemble weathered wood.
- K. **Sodding; Landscaping.** All yards must be fully sodded. Each lot shall have a reasonable landscape package in the front yard prior to completion of the construction of any residence.

1.2 Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or setback lines shown on the accompanying plat (or unless otherwise approved by the City of Bartlesville Planning /Commission or Board of Adjustment), the minimum building set-back-lines for dwellings or other outbuilding structures shall be

Front Yard:	25 feet
Side yard:	10 feet
Other side yard:	10 feet
Back yard:	20 feet

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

- 1.3 Fences.** No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Declarant, and no fence on any lot shall exceed six (6) feet in height without the written approval of the Declarant. No fences shall be constructed on overland drainage easements or upon walkway or access easements which would impair or hinder the intended use thereof.
- 1.4 Outbuildings.** Declarant- approved portable storage buildings are allowed. Upon request, the Declarant will provide list of approved portable buildings.
- 1.5 Antennae.** No television, radio, or other antennae or reception devices, other than an eighteen (18) inch or smaller television satellite dish, shall be constructed or maintained on any lot without the written approval of the Declarant.
- 1.6 Pole lines.** Overhead pole lines for the supply of electric service may be located along the east 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 easement- ways reserved for general utility services and streets, as shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement- ways.
- 1.7 Underground lines.** Except to the houses on lots described in paragraph 1.6 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.
- 1.8 Electric Utility Access.** 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.
- 1.9 Electric Maintenance Access Responsibility.** 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 of his agenda or contractors.

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1.10 Covenants Enforcement. 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.

1.11 Temporary Structures. 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.

ARTICLE II

Lot Use and Restrictions

2.1 Lot Use. All lots in the Addition shall be used only for residential single-family purposes. No residential lot shall be used for any business, commercial or manufacturing purpose; provided, however, the Declarant may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Declarant's sole discretion. No residential lot may be subdivided to accommodate Two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds Two (2) stories in height. No dwelling not meeting a specific building code identified by the Declarant may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition, except that the Declarant or its designee(s) may use such a mobile home as a temporary sales office.

2.2 Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a residential lot. Activities expressly prohibited on residential lots are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.3 Animals. No animals, livestock, or poultry of any kind shall be kept on any residential lot except for a total of three (3) household pets and the suckling young of said animals; provided, however, that no more than Two (2) adult dogs shall be maintained on any residential lot. Excessive barking by any dog shall, in the sole opinion of the Declarant or the majority of the Board of Directors of the Southern Hills Owners Association, be deemed a nuisance and immediately subject the dog to impound and the owner thereof to a fine in an amount levied by the Association's Board of Directors. The owner thereof to a fine in an amount levied by the Association's Board of Directors. The amount of such fine shall become a lien upon the owner's lot and governed by paragraph 3.2 hereof. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in

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or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Animals shall not be permitted to roam on the common areas and, at the option of the Declarant or the Association, steps may be taken to control any animals not under the immediate control of the owners, including the right to impound such animals and to charge fees for their return.

2.4 Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition. During the growing season, the Owner or occupant of all residential lots shall keep all weeds and grass thereon cut and edged on a weekly basis. In no event shall any Owner or occupant use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets or other property. The Declarant reserves the right for its agents or designees to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Declarant. The cost of such maintenance shall become a lien upon such lot and governed by paragraph 3.2 hereof.

2.5 Wind Generators, Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Declarant.

2.6 Clothes Lines. The drying of clothes in public view is prohibited.

2.7 Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored, or parked within the Addition.

2.8 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted.

2.9 Storage. No outside storage or keeping of building materials, tractors mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

2.10 Vehicles, Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles shall be kept, parked, stood or stored on any residential lot for more than forty eight (48) hours during any

seventy-Two (72) hour period, except in garage or otherwise completely screened by privacy fencing from view of neighboring lots, streets or other property. Vehicles shall not be kept, parked or stood on the yard. Residents' Vehicles (or Vehicles under their dominion and control) shall not be parked or stood in any street, nor in any other manner which impairs or impedes sidewalk use. It is intended that lot owners keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of Vehicles.

2.11 Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, unless approved in writing by the Declarant. The Declarant, or its designees, may display such signage as the Declarant, in its sole discretion, deems necessary for the promotion, sales and/or rental of property owned by the Declarant or its designees.

2.12 Waste. No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street. All residential waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

ARTICLE I

Owners Association

3.1 Owners Association. A property owners' association, known as "SOUTHERN HILLS HOMEOWNERS ASSOCIATION" an Oklahoma not-for-profit corporation has been established pursuant to 60 O.S. 1991 SS 851, et seq., to maintain certain portions of the Southern Hills Phase Two and for such other purposes as shall be deemed advisable. All lawful acts, if any, of SOUTHERN HILLS HOMEOWNERS ASSOCIATION (the "Association"), made under and pursuant to its Articles of Incorporation and By-Laws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in the Association shall consist of all owners of lots in the Addition and all owners of such additional property designated by the Declarant. Any such decision to add Property to the Association shall be made in the Declarant's sole discretion.

3.2 Assessments. The annual assessments shall be made on a per lot basis and shall be \$120.00 per year.

Such assessments may be increased five percent (5%) per year by the Board of Directors of the Association and up to ten percent (10%) per year upon the affirmative vote of Two-thirds of the owners of lots in the Addition. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the Association and the lot owner shall be responsible for all costs and attorney's fees incurred by the Association in connection with such suit. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. No lot owned by the Declarant shall be subject to assessment.

- 3.3 Maintenance Responsibilities of Association.** The Association shall have various maintenance responsibilities as established from time to time by its Board of Directors. Such responsibilities shall include, but not be limited to, the following items: (1) Maintenance, care and replacement, if necessary, of the landscaping, brick entryway features, and the fencing related thereto that runs north and south along the eastern perimeter of the Southern Hills Phase I property line parallel to Madison Avenue adjacent to the Southern Hills Addition Phase I, and (2) other such items as designated by the Board of Directors.

ARTICLE IV

Declarant's Reserved Rights

- 4.1 In General.** In addition to any rights or powers reserved to Declarant or granted to Declarant under the provisions of the Southern Hills Phase Two's Deed of Dedication, this Declaration, or the Association Documents, Declarant shall have the rights and powers set forth in this article. Anything in this Declaration or the Association Documents to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided in this article, the provisions of this article shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to any lot or property within the Addition.
- 4.2 Promotion of Southern Hills Phase Two.** In connection with the promotion, sale or rental of any improvements upon any property in the addition: (a) Declarant shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, or to such property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising sign, lighting and banners or other promotional facilities at such locations and in such forms as Declarant may deem advisable; and (b) Declarant and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

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4.3 Construction on the property within the Addition. Declarant is hereby granted the right and power to make such improvements to any property within the Addition as Declarant deems to be necessary or appropriate. Declarant may permit such builders and other contractors' access to and upon such property as Declarant may with and subject to such limitation and condition as Declarant may require. Declarant and its respective agents and contractors shall have the right of ingress, egress and parking on such property and the right to store construction equipment and materials on such property without the payment of any fee or charge whatsoever.

4.4 Declarant Control of Association. The Declarant shall be in sole and complete legal control of the Southern Hills Homeowners Association from the inception thereof until such time as the Declarant relinquishes control thereof as set forth herein. The date on which Declarant's rights under this Section 4.4 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by declarant. Declarant's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property or other lands that have come under the control of the Association, pursuant to Article 3.1 herein, (b) the giving of written notice by Declarant, to the Association's Board, of the Declarant's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Declarant. The Owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such Owners' lots shall nevertheless be subject to assessment. The Declarant, upon request, shall supply such Owners with an annual accounting of the manner in which collected assessments have been spent.

4.5 Other Rights. Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Addition which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration.

4.6 Assignment of Rights and Responsibilities of Declarant/Developer. The Declarant/Developer may, in its sole discretion, assign all of its rights, as Declarant/Developer set forth herein, to a third party building company for the purpose of administering the Southern Hills Homeowners Association and any of the Covenants, Conditions and Restrictions set forth herein. To become effective, such Assignment and Assumption Agreement shall be filed in the office of the Washington County Clerk.

ARTICLE V

Prudential Considerations

5.1 Enforcement. Enforcement to restrain or to recover damages for violation of the Covenants may be brought by the Declarant or an owner of any lot or having any

interest therein, whether acting jointly or severally, the Association. The Declarant and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

- 5.2 Remedies.** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the Addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the Declarant or the Association, if the prevailing party, shall be entitled to an award of attorneys fees to be taxed as costs.
- 5.3 Special Assessments.** In the event that the Owner of any lot shall violate any covenant herein the Board of Directors of the Association or the Declarant shall have the right to enter upon said parcel and to remedy the violation. The cost for curing the violation shall thereupon be assessed against the lot and shall be a lien on such lot, which may be foreclosed as contained herein.
- 5.4 No Waiver.** The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.
- 5.5 Waiver or Right of Recovery.** Each Owner shall be responsible for obtaining insurance coverage for the risk of bodily injury and physical loss or damages of any kind to his and his invitees' personal property, including, but not limited to any personal property stored or located on property within the Addition and with respect to his home. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, for damage to the lots, or the homes, or to any personal property located in the lots, or the homes, caused by fire, flood or other casualty, to the extent that such damage is insurable by fire, flood or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers for the insurer's rights to subrogation against any Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents.
- 5.6 Severability.** Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.
- 5.7 Disclaimer of Warranty.** Except as expressly provided in writing, Declarant makes no warranty, express or implied, regarding the Addition or any improvement in the Addition the sufficiency of utilities, the storm water management design, the workmanship, design or materials used in every improvement, including without limitation the common areas and including without limitation any express or implied warranty of merchantability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

5.8 Binding Effect; Amendments. These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them provided, however, the Declarant reserves the right to grant variances therefrom in particular cases in the event the Declarant, in its sole discretion, determines such variance would be in the best interest of the Addition, and further provided that they may be amended as follows:

5.9 In General. After the Turnover Date, this Declaration may be amended by the affirmative vote of Two-thirds (2/3rds) of the lots; except that (i) the provisions of this paragraph may be amended only by an instrument executed by all of the Owners; and (Two) any provision relating to the rights of Declarant may be amended only with the written consent of Declarant. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding items on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to the Declaration.

Exhibit A to be inserted here.

Legal Description
Southern Hills Phase Two

BK 1043 PG 04 15

EXHIBIT A

LEGAL DESCRIPTION SOUTHERN HILLS PHASE TWO

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NW CORNER OF THE SE/4 NE/4 OF SAID SECTION 21 SAID POINT BEING THE POINT OF BEGINNING;
THENCE N 88°58'12" E ALONG THE NORTH LINE OF SAID SE/4 NE/4, a distance of 597.73 feet to the Northwest corner of SOUTHERN HILLS ADDITION, an addition to the City of Bartlesville;
THENCE S 01°13'58" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 132.06 feet;
THENCE N 88°46'03" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 50.00 feet;
THENCE S 01°13'57" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 175.00 feet;
THENCE N 88°46'03" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 320.00 feet;
THENCE S 01°13'57" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 315.61 feet;
THENCE along a curve to the left having a delta angle of 04°06'45", an arc distance of 72.30 feet, a radius of 1007.20 feet, and a chord of S 84°43'10" W, along the West boundary of SOUTHERN HILLS ADDITION a distance of 72.30 feet;
THENCE S 07°20'12" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 199.42 feet;
THENCE S 01°13'57" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 30.00 feet;
THENCE S 88°46'03" W, along the West boundary of SOUTHERN HILLS ADDITION a distance of 14.70 feet;
THENCE S 01°13'57" E, along the West boundary of SOUTHERN HILLS ADDITION a distance of 201.99 feet;
THENCE S 85°16'03" W, along the West boundary of SOUTHERN HILLS ADDITION a distance of 20.00 feet;
THENCE S 04°43'57" E, a distance of 118.58 feet;
THENCE S 88°58'58" W, a distance of 330.53 feet;
THENCE S 52°58'58" W, a distance of 242.84 feet;
THENCE S 88°57'53" W, a distance of 65.34 feet;
THENCE N 69°11'54" W, a distance of 143.66 feet to a point on a curve;
THENCE along a curve to the right with a delta angle of 15°42'48", an arc distance of 61.71 feet, a radius of 225.00 feet, and a chord of S 28°39'30" W, a distance of 61.51 feet;
THENCE S 88°57'53" W, a distance of 132.22 feet to a point on the Southeast corner of ROLLING HILLS 11TH ADDITION;
THENCE N 01°15'14" W, a distance of 1319.25 feet along the East boundary of ROLLING HILLS 11TH ADDITION to the POINT OF BEGINNING containing 1058029.86 square feet or 24.29 acres.

And

A part of Outlot A, ROLLING HILLS 11TH ADDITION An addition to the City of Bartlesville, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of ROLLING HILLS 11TH ADDITION;
THENCE N 01°15'14" W a distance of 20.00 feet to the POINT OF BEGINNING;
THENCE S 88°57'28" W a distance of 98.78 feet;
THENCE N 43°56'01" E a distance of 139.25 feet;
THENCE S 01°15'14" E a distance of 98.50 feet to the POINT OF BEGINNING Containing 4865.30 S.F. or 0.11 acres more or less.

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