

**OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS**

KNOW ALL MEN BY THESE PRESENTS:

S. HARBOR DEVELOPMENT, LLC., a Nebraska limited liability company (herein the "Owner"), hereby certifies that it is the owner of, and the only person, firm or company having any right, title or interest in and to the following described real estate and premises situated in Washington County, Oklahoma to-wit:

SW ¼ NE ¼ (39.94 ACRES) AND SW ¼ SE ¼ NE1/4 (9.99 ACRES)  
OF SECTION 20, TOWNSHIP 26 NORTH, RANGE 13 EAST  
OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY,  
OKLAHOMA, LESS ANY RIGHT OF WAY;

PLUS  
TRACTS 24, 25, 26 (6.15 ACRES) OF WASHINGTON HIGHLANDS  
ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY,  
OKLAHOMA LESS ANY RIGHT OF WAY;

PLUS A TRACT OF LAND NOTED AS "RESERVED" AND LOCATED  
WITHIN THE WASHINGTON HIGHLANDS ADDITION TO THE CITY OF  
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NE ¼ OF SECTION 20;  
THENCE S01D18'42"E A DISTANCE OF 1319.26 FEET (MEASURED)  
1319.8 FEET (PLATED) TO THE TRUE POINT OF BEGINNING, WHICH IS  
ALSO THE SW CORNER OF WASHINGTON HIGHLANDS ADDITION TO  
THE CITY OF BARTLESVILLE; THENCE ALONG THE SOUTH LINE OF  
WASHINGTON HIGHLANDS ADDITION, S89D58'E (P) A DISTANCE OF  
954.10 FEET (P); THENCE N00D02'W (P) A DISTANCE OF 15.00 FEET (P)  
TO THE SE CORNER OF TRACT 26; THENCE ALONG THE SOUTH LOT  
LINE OF TRACTS 24, 25, 26, N89D58'W (P) A DISTANCE OF 939.1 FEET  
(P) TO THE SW CORNER OF TRACT 24; THENCE N89D58"W (P) A  
DISTANCE OF 15.00 FEET (P) TO A POINT ON THE WEST LINE OF THE  
NE ¼ OF SECTION 20; THENCE S00D0S'E (P) ALONG SAID WEST LINE A  
DISTANCE OF 15.00' (P) TO THE TRUE POINT OF BEGINNING,  
CONTAINING 0.425 ACRES MORE OR LESS.

Said Owner further certifies that it has caused said property, designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, rights of way, widths of streets and reserves for utilities. Said Owner hereby designates said tracts of land so platted as all of the PARK PLACE ADDITION to the City of Bartlesville, Washington County, Oklahoma, and hereby dedicates to public use all the streets and avenues within such subdivisions, and reserves easements for installation and maintenance of utilities, and for drainage, within such subdivisions, as shown on the recorded plat thereof. All lands so dedicated to public use are free and clear of all encumbrances.

**Protective Covenants**

For the purposes of: a) providing an orderly development of the entire tract; b) providing management, maintenance, preservation and control of commonly owned areas or any portion of, or interest in, the Property; c) enforcing all mutual, common or reciprocal interests in or restrictions upon all or portions of separately owned lots, parcels, or areas in the Property; and d) for the further purpose of providing adequate restrictive covenants for the mutual benefit of said Owner and it's successors in title to the subdivisions of said tracts, Owner hereby imposes the following restrictions, covenants and reservations, which shall run with the land and to which it shall be incumbent upon successors in title to adhere.

007173

BK 1045 PG 1640

BK 1045 PG 1641

1. **Rights of Owner/Association.** Owner reserves the sole unilateral right, until title is passed to the PARK PLACE PROPERTY OWNERS ASSOCIATION, LLC (herein the "POA"), to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the POA shall have this right, so long as the plans and specifications for such an easement, and the purpose for such an easement, have been approved by the POA's Architectural Committee. The POA may not convey the Common Areas without first obtaining the written permission of the City of Bartlesville. The POA shall accept the authority and obligation to enforce and manage the covenants herein and the Common Areas of the Addition. Any obligations of the Owner of the Property shall completely transfer over to the POA upon conveyance of the Common Areas, and the POA shall accept such conveyance as an acknowledgment that the POA takes over all obligations of the Owner as they may have specifically existed herein. In addition, upon conveyance of each lot within the Addition to a successor owner and/or home builder, the successor in interest and/or builder shall assume all obligations as to adhering to the requirements of the development and improvement of each lot for a home or other approved use. Such obligations include but are not in any way limited to the following: drainage and runoff of storm water from each lot; permitting of structures on each lot; curb cuts; installation of utility meters and connections to the public services; requirements of the Department of Environmental Quality (DEQ) such as silt fencing and runoff protections; rough grading for home sites; home construction; tap fees and impact fees for permitting structures on each lot; inspections and governmental requirements as to the development of each lot; etc.

2. **Covenant for Assessments.** Membership of in the POA shall consist of recorded owners of separately owned lots in the PARK PLACE ADDITION development. membership is transferred upon legal transfer of title to the separately owned lots. The Owner, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the POA: (1) annual assessments as may be amended from time to time by the POA, and (2) special assessments for capital improvements as deemed necessary from time to time by the Directors of the POA, both of which assessments are to be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the Lot against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the joint and several personal obligation of all persons who were the owner of such property at the time when the assessment fell due. Notwithstanding the above, Membership in the POA shall remain vested in the Developer or Builder of each lot until such time the lot is sold to the ultimate homeowner. Neither the Builder nor the Developer shall be responsible for payment of POA dues. POA dues will become payable upon the closing of the dwelling unit.

3. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by the POA and as may be amended from time to time by the POA, the POA may levy, in any assessment year, a special assessment applicable to that year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a described capital improvements upon the Common Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all Members of such class not less than ten (10) nor more than forty (40) days in advance of the meeting. Notwithstanding the above, neither the Builder nor the Developer shall be responsible for payment of special assessments if assessed.

4.

5. **Municipal Enforcement.** In the event the POA fails to maintain the Common Areas, excluding the Open Space which requires on maintenance, and a complaint is made to the City of Bartlesville, the City of Bartlesville shall have the right, after giving the POA thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the City of Bartlesville shall be deemed, for all purposes, a special assessment, as provided in number three (3) above, and the amount thereof shall be a lien on each Lot pursuant to number two (2) in an amount determined by dividing the amount expended by the number of Lots in the Property. Such a lien shall be evidenced by the filing by the City of Bartlesville of a Notice in the office of the County Clerk of Washington County, Oklahoma.

6. **Single-Family Use.** With the exception of the Outlots as discussed in article 27 below, all lots in said additions are hereby designated as single-family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and private garage for not more than three nor less than two automobiles, and other outbuildings strictly incidental to urban residential use of the plot.

7. **Architectural Control Committee.** No building shall be erected, placed or altered on any building plot in these subdivisions until the building plans, elevations of all exterior views, specifications, color choices, material uses, and plot plans showing the location of such building and landscaping plans, have been previously approved in writing as to conformity and harmony of all aspects of the external design as compared with the remainder of the lots in the Property, and with existing structures in the finished grade elevation, by the majority members of a committee composed of James Hamlin, Mary Keane and Steve Harris (herein the "**Committee**"), in their sole discretion, or by any person or persons designated in writing as signed by said committee members. Any specific guidelines set forth herein as to design criteria remains subject to application and interpretation of the Committee as it pertains to each structure planned on the lots. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successors in writing. In the event said committee, or it's designated representative, fails to approve or disapprove, or fails to request further information from the applicant as may be needed to come to a decision, within thirty (30) days, any plans and specifications submitted to it, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots in the park Place Section 5 development shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

8. **Utility Reserves.** Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, decks, sheds, improvements, buildings, pavements, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction or flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible. Every property owner and occupant of a lot in the Park Place 5 Addition is hereby on constructive notice that the POA is not in any way responsible for such maintenance and thus shall not be liable for any such failure to maintain.

9. **No Antenna.** No television, radio, communication, or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line, or at any point that can be seen from the public road or sidewalks that cross in front of the lot.

10. **Area Requirements.** The ground floor area of the main air conditioned habitable residential structure, exclusive of covered and open porches, decks, and garages, on all lots in PARK PLACE ADDITION, shall be not less than One Thousand (1,000) square feet for any one

BK 1045 PG 1642

dwelling. A maximum of one dwelling per lot, except as applicable to the Outlots referred to in article 27 below.

11. **Windows; Outdoor items.** Any items that are to be of a permanent or lasting display on the exterior of the property are subject to Committee review and approval or rejection prior to their being installed, with such items including but not limited to the following: playground structures, tree houses, decks, artistic displays, interior window displays or treatments that are seen from the outside, etc. Any holiday displays that are installed may not be displayed out of season and shall be removed once the applicable season is passed.

12. **Setbacks.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or further than 40 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garages or other outbuilding 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

13. **No Business.** No business, trade, or commercial, industrial or agricultural business activity shall be carried on upon any residential lot. 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 nuisance to the neighborhood.

14. **Certain Structures Prohibited.** No structure of a temporary character, recreational vehicle, motor home, mobile home, shed, manufactured home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. **Fence Limitations.** No fence shall be installed anywhere on the front portion of any lot in this subdivision between the front lot line and the primary rear wall of the dwelling that is on each lot. No chain link fencing is allowed anywhere on any lot. All fences shall be of wood, brick or masonry construction, and prior to the construction of any fence, the lot owner must submit such plans, specifications, color and material choices for the fence to the Architectural Control Committee for prior review and approval before any installation can begin. The lot owner shall verify prior to construction that any fence being installed is not encroaching upon any adjacent property owner.

16. **No Building on Easements.** No detached garage, shed, deck, or other outbuilding shall be permitted in any easement reserved for utilities.

17. **Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept in limited fashion, provided they are not kept, bred or maintained for a commercial purpose. No more than three pets of any kind may be kept on a lot at any given time. All pets kept on the Property must be vaccinated in accordance with applicable laws and all lease laws must be strictly adhered to.

18. **Signs Prohibited.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales periods only, with such signs being immediately removed once construction or sales are complete. Any signs to be installed on the lot shall be first approved by the Architectural Control Committee. Any signs found to not be in accordance with this paragraph may be removed by the POA and discarded.

19. **New Construction.** All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area into this subdivision.

BK 1045 PG 1643

Mobile homes, trailers, and manufactured housing of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

20. **House Orientation.** All houses are to face the front of the lot, except as may be previously approved by the Architectural Control Committee in writing.

21. **Vehicles Prohibited.** No truck exceeding one (1) ton in load capacity, trailer, camper, house trailer, motor home, fifth wheel, camper, airplane, boat, boat trailer, jet ski, four wheel motorcycles, golf carts, commercial van, bus or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or pick up not exceeding one (1) ton in load capacity, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of front fence line, or street adjacent to, or visible in any from the streets and sidewalks adjacent to any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work on or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited above mentioned property, other than the said standard passenger cars or pick ups. In addition, no vehicles shall be habitually repaired or deconstructed in any area of a lot that is visible to the adjacent streets or sidewalks.

22. **Sidewalks.** Except for the undersigned developer, sidewalks as required by city ordinances must be installed by the owner of the lot no later than at completion of the residence or one (1) year after purchase.

23. **Garages.** No detached garages shall be permitted on any lot in these subdivisions, except upon approval of the committee or its representative. Each single family dwelling lot must have a garage capable of holding a minimum of two moderate sized passenger vehicles.

24. **Roofs.** The primary and replacement roofs of all dwellings built in said Addition must be of composition, and be of a weathered wood appearance, which is gray in color. All roofs must have a minimum pitch or slope of 6 on 12., with the exception of 4 on 12 for covered porches or covered patios. No flat, mansard, or minimal slope roofs are allowed. Any other roofs so desired must be approved by the architectural committee in writing.

25. **Landscaping.** All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the committee. All garbage cans or refuse areas are to be fully screened and covered from view from street and from adjoining lots. In addition, any lots, which are initially purchased from the developer for the purpose of building a home for resale must, prior to obtaining an occupancy permit thereon, have the front yards of such residences sodded with solid grass. All lawns and landscaping shall be properly maintained at all times so as not to create a nuisance and unsightly appearance to the neighborhood.

26. **Masonry.** The principal exterior of any residential structure shall be at least Fifty percent (50%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors, and shall be at least Twenty Five percent (25%) masonry inclusive of eaves, fascia, gables, doors, windows, and garage doors and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance by the committee.

27. **Fireplaces.** All fireplaces located on the front of any home must be brick or brick veneer. However, fireplace exhausts which exit through the roof or on the backside of home may have wood chases.

28. **Outlots.** While the vast majority of the PARK PLACE ADDITION is intended for use as single family residential lots, there are several Outlots shown on the plat that are to be used for different purposes. Those Outlots are as follows:

- A. Outlot A is a storm water detention area that shall be maintained by the POA.
- B. Outlot B is a storm water detention area that shall be maintained by the POA.

BK 1045 PG 1644

- C. Outlot C is a 3.39 acre lot to be used for a multifamily apartment complex, which shall have access to the clubhouse and pool on the same terms and conditions as the owners of each single family lot shall enjoy.
- D. Outlot D is intended to be used for signage that will identify the Park Place Addition, and that will be maintained by the POA.
- E. Outlot E is intended to be used for signage that will identify the Park Place Addition, and that will be maintained by the POA
- F. Outlot A-1 is intended to be used for a clubhouse and pool to be owned and operated by the POA.

29. **Outlot C; Apartment Complex.** Any apartment complex to be built on the Outlot C shall not be required to conform to the building restrictions herein that are generally intended to apply to single family dwellings. The tenants occupying the Outlot C shall have access and use rights of the common areas and clubhouse and pool. The owners of the apartment complex shall pay to the POA an amount equal to 1/3 of the annual assessment for single family dwellings times the average number of occupied units for the preceding year.

30. **Outlot A-1; Clubhouse and Swimming Pool.** The Clubhouse and Pool that will be built upon Outlot A-1 shall be maintained and managed by the POA. Any owner and tenant of a lot in the Park Place Addition shall have the right to use of such clubhouse and pool upon terms, rules, and conditions as set forth by the POA and as amended from time to time. Any person using the clubhouse and pool shall do so at their own assumed risk and the POA and the Developer shall be held harmless from all liabilities for such use. The POA shall have the right to promulgate rules and regulations governing the use of all common areas and the Clubhouse and swimming pool, including but not limited to, limitations on guests and the charging of user fees; provided, however, (i) no minor under the age of fourteen (14) may use the Clubhouse or pool without direct on-site supervision by an adult Member of the POA, and (ii) the Owner will have the right to utilize the Clubhouse as a sales office at no cost in a manner it deems fit.

31. **Mortgage.** The undersigned owner, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.

32. **Binding Effect.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the owners of the majority of the lots has been recorded, agreeing to terminate or amend these covenants, in whole or in part, has been recorded.

33. **Enforcement.** If the parties hereto, or any of the successors in interest, or their heirs, or assigns, or any person or persons or entities claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees,

BK 1045 PG 1645

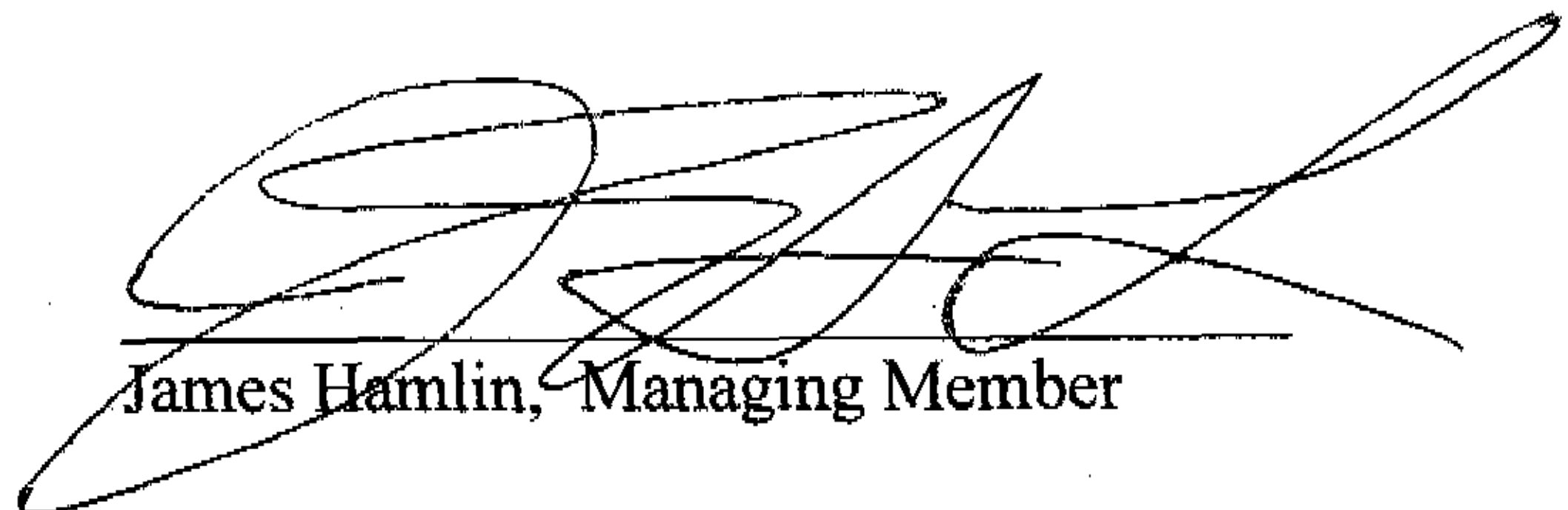
court costs, expert witness expenses, litigation expenses, and any other expenses that are incurred in the prosecution and enforcement of said covenants. Furthermore, the POA shall have the power to enforce any obligation or default in connection with membership in the owners association by means of a levy or assessment, which may also be filed as a lien upon the separately or commonly owned lots, parcels or areas of defaulting owners or members, which said lien may include the charges of all costs incurred in enforcing these covenants, and said lien may be immediately foreclosed in any manner provided by law for the foreclosure of mortgages or deeds of trust, with or without a power of sale. In any actions undertaken to enforce any covenant or lien authorized pursuant to the provisions of this section, whether such actions are through litigation and/or prior to any litigation, the enforcing party shall be entitled to recover all reasonable attorney's fees, collection expenses, witness fees, court costs, postage, filing fees, traveling expenses, and any and all costs incurred in enforcing the covenants against a party in violation of them. No lien may be placed or mortgage foreclosed unless the homeowner was informed in writing upon joining the owners association of the existence and content of the owners association restrictions and rules, and of the potential for financial liability to the individual owner by joining said owners association. Such notice shall be deemed to have been sufficiently provided to said owner so long as said owner received a title insurance commitment or a copy of an updated abstract through the process of closing upon their purchase of property in the subdivision.

34. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, and such other provisions shall remain in full force and effect.

35. **Time.** Time is of the essence in each of the individual provisions herein.

DATED this 5 day of July, 2006.

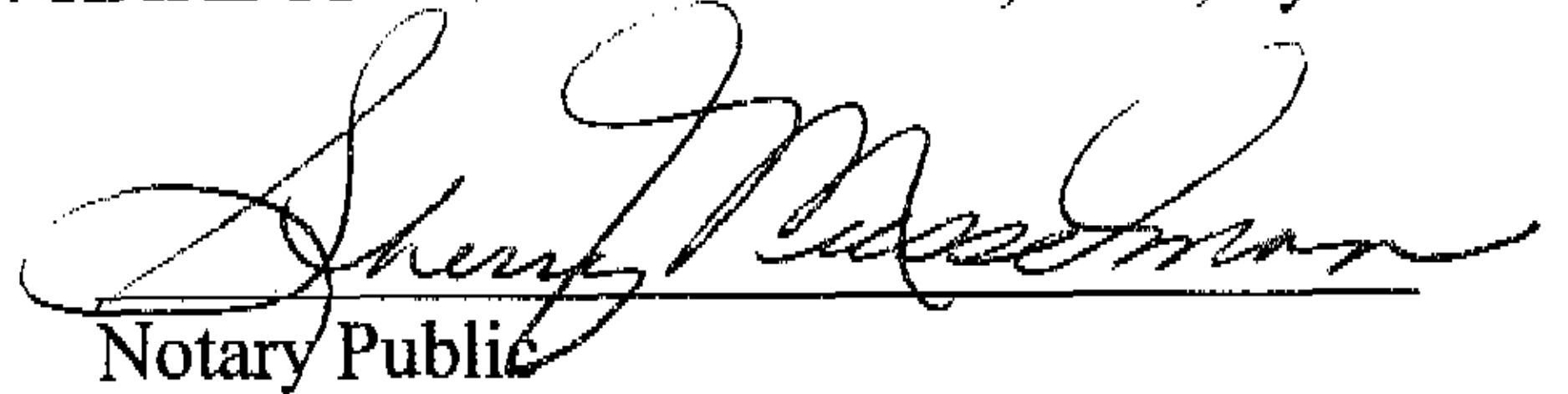
S. HARBOR DEVELOPMENT, LLC

  
James Hamlin, Managing Member

STATE OF OKLAHOMA            )  
  )  
  )        SS:  
COUNTY OF WASHINGTON    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2006, by James Hamlin, Managing Member of S. HARBOR DEVELOPMENT, LLC, by and on behalf of said limited liability company.

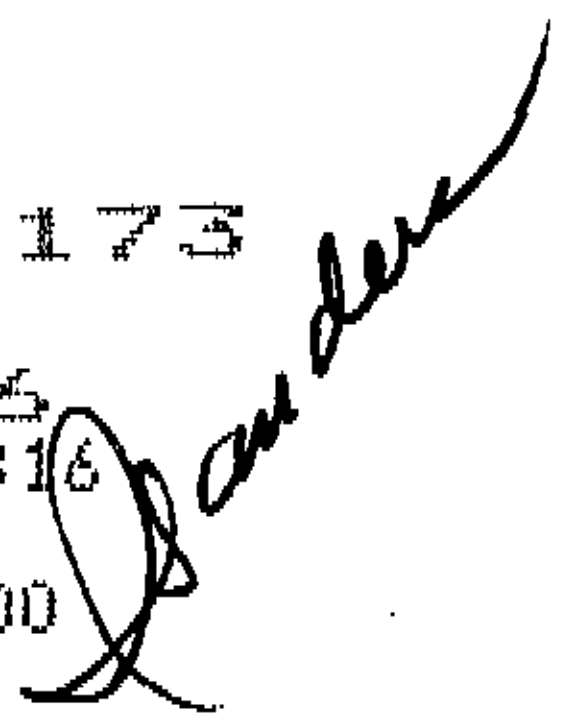
**SHERRY MUSSELMAN**  
**NOTARY PUBLIC**  
Commission #99014184  
Washington County, Oklahoma  
Expiration: 8/31/2007

  
Notary Public

My Commission Expires: 8-31-07  
Commission # 99014184



Doc # 2006007173  
Bk 1045  
Pg 1640-1646  
DATE 07/07/06 15:34:16  
Filing Fee \$25.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
M. PARRISH



BK 1045 PG 1646

**AMENDED OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS**

KNOW ALL MEN BY THESE PRESENTS:

PMC CORPORATION, an Oklahoma corporation (herein the "Owner"), hereby certifies that it is the owner of the majority of lots, and is vested with the power and authority to amend the Certificate, Dedication and Reservations in and to the following described real estate and premises situated in Washington County, Oklahoma to-wit:

ALL of PARK PLACE ADDITION to Bartlesville, Washington County, Oklahoma

Said Owner further certifies that S. Harbor Development, LLC (the "Developer") has caused said property, designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, rights of way, widths of streets and reserves for utilities. The Developer designated said tracts of land so platted as all of the PARK PLACE ADDITION to the City of Bartlesville, Washington County, Oklahoma, and dedicated to public use all the streets and avenues within such subdivisions, and reserved easements for installation and maintenance of utilities, and for drainage, within such subdivisions, as shown on the recorded plat thereof. All lands so dedicated to public use are free and clear of all encumbrances.

**Protective Covenants**

For the purposes of: a) providing an orderly development of the entire tract; b) providing management, maintenance, preservation and control of commonly owned areas or any portion of, or interest in, the Property; c) enforcing all mutual, common or reciprocal interests in or restrictions upon all or portions of separately owned lots, parcels, or areas in the Property; and d) for the further purpose of providing adequate restrictive covenants for the mutual benefit of said Owner and its successors in title to the subdivisions of said tracts, Owner hereby imposes the following amended restrictions, covenants and reservations, which shall run with the land and to which it shall be incumbent upon successors in title to adhere.

1. **Rights of Owner/Association.** Owner reserves the sole unilateral right, until title is passed to the PARK PLACE HOMEOWNERS' ASSOCIATION, INC. (herein the "HOA"), to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across and portion of the Common Areas. Thereafter, the HOA shall have this right, so long as the plans and specifications for such an easement, and the purpose for such an easement, have been approved by the HOA's Architectural Committee. The HOA may not convey the Common Areas without first obtaining the written permission of the City of Bartlesville. The HOA shall accept the authority and obligation to enforce and manage the covenants herein and the Common Areas of the Addition. Any obligations of the Owner of the Property shall completely transfer over to the HOA upon conveyance of the Common Areas, and the HOA shall accept such conveyance as an acknowledgment that the HOA takes over all obligations of the Owner

000330

BK 1085 PG 0905



as they may have specifically existed herein. In addition, upon conveyance of each lot within the Addition to a successor owner and/or home builder, the successor in interest and/or builder shall assume all obligations as to adhering to the requirements of the development and improvement of each lot for a home or other approved use. Such obligations include but are not in any way limited to the following: drainage and runoff of storm water from each lot; permitting of structures on each lot; curb cuts; installation of utility meters and connections to the public services; requirements of the Department of Environmental Quality (DEQ) such as silt fencing and runoff protections; rough grading for home sites; home construction; tap fees and impact fees for permitting structures on each lot; inspections and governmental requirements as to the development of each lot, and other like obligations.

2. **Covenant for Assessments.** Membership of the HOA shall consist of recorded owners of separately owned lots in the PARK PLACE ADDITION development. Membership is transferred upon legal transfer of title to the separately owned lots. The Owner, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the HOA: (1) annual assessments as may be amended from time to time by the HOA, and (2) special assessments for capital improvements as deemed necessary from time to time by the Directors of the HOA, both of which assessments are to be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the Lot against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the joint and several personal obligation of all persons who were the owner of such property at the time when the assessment fell due. Notwithstanding the above, Membership in the HOA shall remain vested in the Owner until such time the lot is sold to the ultimate homeowner. Neither the Owner nor any builder shall be responsible for payment of HOA dues or special assessments. HOA dues will become payable upon the closing of the dwelling unit.
3. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by the HOA and as may be amended from time to time by the HOA, the HOA may levy, in any assessment year, a special assessment applicable to that year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a described capital improvements upon the Common Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all Members of such class not less than ten (10) nor more than forty (40) days in advance of the meeting, Notwithstanding the above, neither the Builder nor the Developer shall be responsible for payment of special assessments if assessed.

4. **Municipal Enforcement.** In the event the HOA fails to maintain the Common Areas, excluding the Open Space which requires on maintenance, and a complaint is made to the City of Bartlesville, the City of Bartlesville shall have the right, after giving the HOA thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the City of Bartlesville shall be deemed, for all purposes, a special assessment, as provided in number three (3) above, and the amount thereof shall be a lien on each Lot pursuant to number two (2) in an amount determined by dividing the amount expended by the number of Lots in the Property. Such a lien shall be evidenced by the filing by the City of Bartlesville of a Notice in the office of the County Clerk of Washington County, Oklahoma.
  
5. **Single-Family Use.** With the exception of the Outlots as discussed in Article 27 below, all lots in said additions are hereby designated as single-family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and private garage for not more than three nor less than two automobiles, and other outbuildings strictly incidental to urban residential use of the plot.
  
6. **Architectural Control Committee.** No building shall be erected, placed or altered on any building plot in these subdivisions until the building plans, elevations of all exterior views, specifications, color choices, material uses, and plot plans showing the location of such building and landscaping plans, have been previously approved in writing as to conformity and harmony of all aspects of the external design as compared with the remainder of the lots in the Property, and with existing structures in the finished grade elevation, by the majority members of a committee composed of Steve Harris, Norma Harris and Carrie Harris (herein the "Committee"), in their sole discretion, or by any person or persons designated in writing as signed by said committee members. Any specific guidelines set forth herein as to design criteria remains subject to application and interpretation of the Committee as it pertains to each structure planned on the lots. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successors in writing. In the event said committee, or its designated representative, fails to approve or disapprove, or fails to request further information from the applicant as may be needed to come to a decision, within thirty (30) days, any plans and specifications submitted to it, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Committee members may not be removed until the earlier of (i) a date within six months after the date that the Owner has sold all of the Lots in the Development or (ii) the date Owner has elected to relinquish control (the "Turnover Date").

BK 1085P60907

7. **Variance.** The Architectural Committee may authorize in writing variances from compliance with any of the design guidelines or the provisions of the covenants when circumstances peculiar to the property, including, but not limited to, topography, obstructions, hardship or aesthetic, environmental or other considerations would allow a variance from the provisions of covenants without any detriment to the subdivision, but only in accordance with specific conditions imposed by the architectural committee. No variance shall be contrary to any specific restriction set forth herein or the design guidelines nor estop the architectural committee from denying a variance in any other circumstances. For the purposes of this section, the inability to obtain approval of any governmental agency, issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance. This section shall not be construed so as to confer on any owner of a lot in the subdivision any entitlement to a variance or waiver. The Architectural Committee shall also have the authority to grant variances based upon economic conditions.
8. **Utility Reserves.** Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, decks, sheds, improvements, buildings, pavements, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction or flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible. Every property owner and occupant of a lot in the Park Place Addition is hereby on constructive notice that the HOA is not in any way responsible for such maintenance and thus shall not be liable for any such failure to maintain.
9. **No Antenna.** No television, radio, communication, or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line,

or at any point that can be seen from the public road or sidewalks that cross in front of the lot.

10. **Area Requirements.** The ground floor area of the main air conditioned habitable residential structure, exclusive of covered and open porches, decks, and garages, on all lots in PARK PLACE ADDITION, shall be not less than Eight Hundred (800) square feet for any one dwelling. A maximum of one dwelling per lot, except as applicable to the Outlots referred to in article 27 below.
11. **Windows; Outdoor Items.** Any items that are to be of a permanent or lasting display on the exterior of the property are subject to Committee review and approval or rejection prior to their being installed, with such items including but not limited to the following: playground structures, tree houses, decks, artistic displays, interior window displays or treatments that are seen from the outside, etc. Any holiday displays that are installed may not be displayed out of season and shall be removed once the applicable season is passed.
12. **Setbacks.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or further than 40 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garages or other outbuilding 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
13. **No Business.** No business, trade, or commercial, industrial or agricultural business activity shall be carried on upon any residential lot. 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 nuisance to the neighborhood.
14. **Certain Structures Prohibited.** No structure of a temporary character, recreational vehicle, motor home, mobile home, shed, manufactured home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

BK 1085 PG 0909

15. **Fence Limitations.** No fence shall be installed anywhere on the front portion of any lot in this subdivision between the front lot line and the primary rear wall of the dwelling that is on each lot. No chain link fencing is allowed anywhere on any lot. All fences shall be of wood, brick or masonry construction, and prior to the construction of any fence, the lot owner must submit such plans, specifications, color and material choices for the fence to the Architectural Control Committee for prior review and approval before any installation can begin. The lot owner shall verify prior to construction that any fence being installed is not encroaching upon any adjacent property owner.
16. **No Building on Easements.** No detached garage, shed, deck, or other outbuilding shall be permitted in any easement reserved for utilities.
17. **Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept in limited fashion, provided they are not kept, bred or maintained for a commercial purpose. No more than three pets of any kind may be kept on a lot at any given time. All pets kept on the Property must be vaccinated in accordance with applicable laws and all lease laws must be strictly adhered to.
18. **Signs Prohibited.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales periods only, with such signs being immediately removed once construction or sales are complete. Any signs to be installed on the lot shall be first approved by the Architectural Control Committee. Any signs found to not be in accordance with this paragraph may be removed by the HOA and discarded.
19. **New Construction.** All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area into this subdivision. Mobile homes, trailers, and manufactured housing of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.
20. **House Orientation.** All houses are to face the front of the lot, except as may be previously approved by the Architectural Control Committee in writing.
21. **Vehicles Prohibited.** No truck exceeding one (1) ton in load capacity, trailer, camper, house trailer, motor home, fifth wheel, camper, airplane, boat, boat trailer, jet ski, four

wheel motorcycles, golf carts, commercial van, bus or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or pick up not exceeding one (1) ton in load capacity, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of fence line, or street adjacent to, or visible in any from the streets and sidewalks adjacent to any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work on or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited above mentioned property, other than the said standard passenger cars or pick ups. In addition, no vehicles shall be habitually repaired or deconstructed in any area of a lot that is visible to the adjacent streets or sidewalks.

22. **Sidewalks.** Except for the undersigned developer, sidewalks as required by city ordinances must be installed by the owner of the lot no later than at completion of the residence or one (1) year after purchase.
23. **Garages.** No detached garages shall be permitted on any lot in these subdivisions, except upon approval of the committee or its representative. Each single family dwelling lot must have a garage capable of holding a minimum of two moderate sized passenger vehicles.
24. **Roofs.** The primary and replacement roofs of all dwellings built in said Addition must be of composition, and be of a weathered wood appearance, which is gray in color. All roofs must have a minimum pitch or slope of 6 on 12, with the exception of 4 on 12 for covered porches or covered patios. No flat, mansard, or minimal slope roofs are allowed. Any other roofs so desired must be approved by the architectural committee in writing.
25. **Landscaping.** All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots. In addition, any lots, which are initially purchased from the developer for the purpose of building a home for resale must, prior to obtaining an occupancy permit thereon, have the front yards of such residences sodded with solid grass. All lawns and landscaping shall be properly maintained at all times so as not to create a nuisance and unsightly appearance to the neighborhood.
26. **Masonry.** The principal exterior of any residential structure shall be at least Thirty-three percent (33%) masonry exclusive of eaves, facia, gables, doors, windows, and garage

doors, and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance by the committee.

27. **Fireplaces.** All fireplaces located on the front of any home must be brick or brick veneer. However, fireplace exhausts which exit through the roof or on the backside of home may have wood chases.
28. **Outlots.** While the vast majority of the PARK PLACE ADDITION is intended for use as single family residential lots, there are several Outlots shown on the plat that are to be used for different purposes. Those Outlots are as follows:
- A. Outlot A is a storm water detention area that shall be maintained by the HOA.
  - B. Outlot B is a storm water detention area that shall be maintained by the HOA.
  - C. Outlot C is a 3.39 acre lot to be used for a multifamily apartment complex. Any apartment complex to be built on the Outlot C shall not be required to conform to the building restrictions herein that are generally intended to apply to single family dwellings.
  - D. Outlot D is intended to be used for signage that will identify the Park Place Addition, and that will be maintained by the HOA.
  - E. Outlot E is intended to be used for signage that will identify the Park Place Addition, and that will be maintained by the HOA.
  - F. Outlot A-1 is intended to be used for a clubhouse and pool to be owned and operated by the HOA.

The Clubhouse and Pool that will be built upon Outlot A-1 shall be maintained and managed by the HOA. Any owner and tenant of a lot in the Park Place Addition shall have the right to use of such clubhouse and pool upon terms, rules and conditions as set forth by the HOA, and as amended from time to time. Any person using the clubhouse and pool shall do so at their own assumed risk and the HOA and the Developer shall be held harmless from all liabilities for such use. The HOA shall have the right to promulgate rules and regulations governing the use of all common areas and the Clubhouse and swimming pool, including but not limited to limitations on guests and the charging of user fees; provided, however, (i) no minor under the age of fourteen (14) may use the Clubhouse or pool without direct on-site supervision by an adult Member of the HOA, and (ii) the Owner will have the right to utilize the Clubhouse as a sales office at no cost in a manner it deems fit. In addition to the owners of Park Place Addition, owners of lots in Boardwalk Addition Block One and Boardwalk Addition Block Two shall have the right to use the clubhouse and pool under the same terms and conditions as owners in Park Place Addition. Owners in Boardwalk Addition shall pay annual dues for their use of the Clubhouse and Pool.

29. **Mortgage.** The undersigned owner, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these

Restrictions at any time and from time to time, which amends the same (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.

30. **Binding Effect.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the owners of the majority of the lots has been recorded, agreeing to terminate or amend these covenants, in whole or in part, has been recorded.
31. **Enforcement.** If the parties hereto, or any of the successors in interest, or their heirs, or assigns, or any person or persons or entities claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees, court costs, expert witness expenses, litigation expenses, and any other expenses that are incurred in the prosecution and enforcement of said covenants. Furthermore, the HOA shall have the power to enforce any obligations or default in connection with membership in the owners association by means of a levy or assessment, which may also be filed as a lien upon the separately or commonly owned lots, parcels or areas of defaulting owners or members, which said lien may include the charges of all costs incurred in enforcing these covenants, and said lien may be immediately foreclosed in any manner provided by law for the foreclosure of mortgages or deeds of trust, with or without a power of sale. In any actions undertaken to enforce any covenant or lien authorized pursuant to the provisions of this section, whether such actions are through litigation and/or prior to any litigation, the



enforcing party shall be entitled to recover all reasonable attorney's fees, collection expenses, witness fees, court costs, postage, filing fees, traveling expenses, and any and all costs incurred in enforcing the covenants against a party in violation of them. No lien may be placed or mortgage foreclosed unless the homeowner was informed in writing upon joining the owners association of the existence and content of the owner's association restrictions and rules, and of the potential for financial liability to the individual owner by joining said owners association. Such notice shall be deemed to have been sufficiently provided to said owner so long as said owner received a title insurance commitment or a copy of an updated abstract through the process of closing upon their purchase of property in the subdivision.

32. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, and such other provisions shall remain in full force and effect.

33. **Time.** Time is of the essence in each of the individual provisions herein.

DATED this 17 day of December, 2009

PMC CORPORATION

Steve Harris  
Steve Harris, President

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 17 day of December, 2009, by Steve Harris, President of PMC CORPORATION, by and on behalf of said corporation.

SANDRA J. SHORT  
NOTARY PUBLIC  
#07010271  
EXPIRES: 10-27-11  
STATE OF OKLAHOMA  
TULSA COUNTY

Sandra J. Short  
Notary Public

My Commission Expires: 10-27-11  
(SEAL)



Doc # 2010000330  
Bk 1085  
Pg 905-914  
DATE 01/14/10 15:14:25  
Filing Fee \$31.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
M. FARRISH

BK 1085 Pg 0914