

DECLARATION OF RESTRICTIONS, COVENANTS,
AND CONDITIONS
BURLINGAME RIDGE ADDITION TO THE
CITY OF BARTLESVILLE, OKLAHOMA

008459

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, R&D Development, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Declarant" is the owner of the real estate situated in Washington County, State of Oklahoma, described on Exhibit "A" attached hereto and made a part hereof, which real estate is included and embraced in Burlingame Ridge Addition to the City of Bartlesville, Oklahoma, now platted into lots, streets and easements as reflected by that certain Deed of Dedication and Plat recorded in the Office of the County Clerk of Washington County, Oklahoma, on the 20th day of August, 2007, in Plat Envelope No. 628.

WHEREAS, the Declarant intends to convey, and will convey, the above described property subject to those restrictions, covenants, conditions, easements, liens and charges hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the above described property shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of said property, and which shall run with the land and be binding upon any and all persons having any right, title or interest in or to the above described property or any part thereof, and their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE ONE - DEFINITIONS

1. ASSOCIATION. "Association" shall mean and refer to The Burlingame Ridge Homeowners' Association, Inc., an Oklahoma not for profit corporation, and its successors and assigns.
2. COMMON AREAS. "Common Areas" shall mean and refer to all property, if any, owned by the Association and all easements reserved for the benefit of or granted to the Association for the common use and benefit of its members, including streets and entry way, street lights, and exterior fences constructed by Declarant.

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3. DECLARANT. "Declarant" shall mean and refer to R&D Development, LLC, an Oklahoma limited liability company, and its successors and assigns.

4. LOT. "Lot" shall mean and refer to any of the plots of land on the Plat of Burlingame Ridge Addition to the City of Bartlesville, Oklahoma, on which there is or will be built a residential dwelling.

5. MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

6. OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single-family residence, including contract purchasers. Unless the context otherwise requires, the Declarant, R&D Development, LLC, shall not be included within the term "Owner".

7. SUBDIVISION. "Subdivision" shall mean and refer to Burlingame Ridge Addition to the City of Bartlesville, Oklahoma, according to the Plat thereof recorded in Plat Envelope 628 in the Office of the County Clerk of Washington County, Oklahoma.

ARTICLE TWO - PURPOSE

The Subdivision is hereby encumbered by the covenants, conditions, and restrictions hereinafter set forth to insure the best and highest use and the most appropriate development and improvement of each Lot within the Subdivision for residential purposes; to protect the Owners of Lots against the improper use of surrounding Lots; to preserve, so far as practicable, the natural beauty of the Subdivision; to guard against the erection of poorly designed or poorly proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive, appropriately located improvements on each Lot; to prevent haphazard and inharmonious improvement of the Lots; to secure and maintain the proper use of easements within the Subdivision; to preserve the lines of sight and view from the Lots and the Properties; and, in general, to provide for development of the highest quality to enhance the value of the investment made by Owners in purchasing Lots in the Subdivision.

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ARTICLE THREE - BURLINGAME RIDGE ADDITION
HOMEOWNERS' ASSOCIATION, INC.

1. CREATION. The Association shall be incorporated as an Oklahoma not for profit corporation and shall be established as a homeowners' association pursuant to Section 851 et seq. of Title 60 of the Oklahoma Statutes (the "Act"). The Association shall be formed for the purposes, charged with the duties and vested with the powers and privileges prescribed by the Act or as set forth in the Certificate of Incorporation and By-Laws thereof. Neither the Certificate nor the By-Laws of the Association shall, for any reason, be inconsistent with the provisions of this Declaration. In the event of inconsistency between this Declaration and the Certificate of Incorporation and/or By-Laws of the Association, the terms of this Declaration shall be controlling.

2. MEMBERSHIP.

(a) Every Owner (including the Declarant) of a Lot within the Subdivision shall automatically become a member of the Association.

(b) Membership shall be appurtenant to and shall not be separated from Lot ownership. Membership shall be in accordance with the Articles and By-Laws of the Association.

3. VOTING RIGHTS.

(a) Each Lot shall be entitled to one (1) vote on all matters subject to voting approval of the Members of such Association; provided, however, that in the event of the resubdivision of any Lot, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of these Restrictions, unless the same is approved by the appropriate governmental entity. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot.

(b) When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot may be exercised as the owners thereof mutually agree, but in no event shall the vote for such Lot

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exceed the total share vote to which each Lot is entitled as herein provided.

(c) Any Member in default in the payment of any assessment or the performance of any obligation imposed by this Declaration shall not be entitled to vote at any meeting of The Association as long as such default remains in existence.

ARTICLE FOUR - ASSESSMENTS

1. ASSESSMENTS ESTABLISHED. Each Owner of any Lot in the Subdivision, by acceptance of a deed and/or contract for deed therefor, whether or not it shall be so expressed in such deed and/or contract, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, (2) special assessments for capital improvements, and (3) any additional assessments which may be levied as the result of any maintenance expense incurred by the Association pursuant to Article Eight of this Declaration. Such assessments shall be established and collected as hereinafter provided.

2. PURPOSES OF MONTHLY ASSESSMENTS. The regular monthly assessments levied by the Association shall be used exclusively to maintain, preserve and operate the Association's Common Areas for the benefit of its Members. Such purposes shall include, but not be limited to, providing utility services to Common Areas, paying ad valorem taxes, if any, on Common Areas, providing for the maintenance of streets, street lights and exterior fences which are considered a part of the Common Areas, providing electricity for street lights, maintaining and preserving Common Areas, and creating reasonable reserves for the for the future maintenance, preservation and operation of Common Areas.

3. AMOUNT OF MONTHLY ASSESSMENTS. The Declarant shall establish an initial budget for the Association; thereafter, the Association shall make a reasonable effort to establish a budget on or before December 1st of each year for the following calendar year. Such budget shall include an estimate of all expenses and reserves for which such Association shall be responsible. A monthly budget shall then be obtained by dividing the total estimated amount by twelve (12) months and the resulting monthly budget shall be prorated among the members of such Association by way of monthly assessments in accordance with the provisions of this Declaration.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to monthly assessments, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; provided, however, that any such assessment shall be required to have the assent of two-thirds (2/3rds) of all votes cast, in person or by proxy, at a meeting duly called for that purpose.

5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under the preceding paragraph 4 of this Article shall be sent to all Members of the Association who would be affected by such special assessment, not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. The presence of Members entitled to cast thirty percent (30%) of all of the votes of the Members who would be affected by such special assessment, or their proxies, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

6. UNIFORM BASIS OF ASSESSMENTS. Both monthly and special assessments shall be fixed at a uniform basis for all Lots subject thereto in accordance with paragraph 11 hereof and may be collected on a monthly basis.

7. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATES. The monthly assessments provided for herein shall commence as to each Lot subject to such assessment on the first day of the first month following the conveyance of such Lot from Declarant to an Owner, as evidenced by deed or contract for deed, and shall continue thereafter at the discretion of the Association. The initial monthly assessment to be levied by the Association shall be fixed by Declarant; thereafter, the Association's Board of Directors shall fix the amount of the monthly assessment against each Lot subject thereto at least thirty (30) days prior to January 1st of each calendar year and written notice of the amount of the monthly assessment and the due dates which are established by the Association's Board of Directors shall be sent to the Owner of every Lot subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether or not the assessments on a Lot have been paid.

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8. PERSONAL OBLIGATION AND LIEN; REMEDIES OF THE ASSOCIATION FOR NONPAYMENT. There is hereby imposed a continuing lien on each Lot in the Subdivision to secure the payment of any assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Declarant or the Committee pursuant to Article Eight hereof, and such lien shall, to the fullest extent permitted by law, bind such Lot or Lots in the hands of the then Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns. Any assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Declarant or the Committee pursuant to Article Eight hereof, but not paid on or before the date due shall be deemed delinquent. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner of such property at the time when such assessment falls due. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same, or (2) foreclose said lien against the Lot, or (3) both; and, in such event, there shall be added to the amount of such assessment interest as provided herein and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or by abandonment of such Owner's Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGEES. The lien to secure payment of the assessments provided for herein shall be subordinate by the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the validity of an assessment lien hereunder. No foreclosure sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien securing the payment thereof. No foreclosure sale or transfer shall relieve the delinquent Owner from his personal obligation and liability for payment of the assessments therefor secured by that lien.

10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) All property dedicated and accepted by any local governmental authority and devoted to public use; and
- (b) All Common Areas.

11. CALCULATION OF ASSESSMENTS BY LOT. Each of Lots 1, 2, 3, 4, 7 and 8, Block 1, shall be assessed for 5% of the total amount of the assessments made by the Association and each of Lots 5, 6, 9, 10, 11 and 12, Block 1, and Lots 1, 2, 3 and 4, Block 2, shall be assessed for 7% of the total amount of the assessments made by the Association. Such percentage portion of the total assessment to be borne by each Lot shall be subject to modification in order to reflect any subsequent resubdivision of the original Lots as provided in Article Three, Paragraph 3(a) of these Restrictions. An Owner may consolidate two (2) or more Lots for the purpose of constructing one single family residence thereon; provided, however, that in the event of the consolidation of any two or more of the original Lots, such consolidation shall in no event have the effect of reducing the assessment due thereon, and such assessment shall continue to be based upon the fractional share for each of the original Lots as herein set forth. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken to comply with any law, ordinance, or order of a governmental authority.

ARTICLE FIVE - MAINTENANCE BY AND
SERVICES OF THE ASSOCIATION

The Association shall maintain, preserve and operate the Association's Common Areas to the extent and the effect that the Association's Board of Directors deems appropriate from time to time. The Association's responsibility to preserve Common Areas shall include, without limitation, an obligation to pay all taxes assessed against such Common Areas.

ARTICLE SIX - ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL COMMITTEE. An architectural control committee (hereinafter sometimes referred to as the "Committee") shall be designated and composed of three (3) members, at least two (2) of whom shall be an Owner, to be appointed by Declarant. The following persons are hereby designated as the initial members of the Committee: Roger W. Skelly, Donna L. Skelly, and Bob E. Pomeroy. Each member of the committee shall serve for a term of three (3) years, unless such member sooner resigns by giving written notice of resignation to the remaining members of the Committee, or is removed at the direction of Declarant or their successors and assigns. The Committee shall serve at the pleasure of the Declarant, their successors and assigns, and a member of the Committee may be removed for any reason or no reason at all.

When one hundred percent (100%) of the Lots in the Subdivision are sold, Declarant shall delegate the authority to appoint members of the Committee to the Association by written notice. Thereafter, the Association, acting by and through its duly authorized Board of Directors, and its successors and assigns shall have the right to appoint and remove members of the Committee.

2. SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. A copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation; a drainage plan; a site plan showing the location of any proposed structure or improvements; a landscaping plan; a driveway construction plan; and any other information or documents which may be required by the Committee shall be delivered, together with any review fee which is imposed by the Committee in accordance with Paragraph 3 of this Article, to the Committee at 756 Brookhollow Lane, Bartlesville, Oklahoma 74006, or such other address as may hereafter be designated in writing from time to time, not less than thirty (30) days prior to the date construction of a Lot is to be commenced. No structure or improvement, including, but not limited to, buildings, fences, walls, landscaping, pools, exterior lighting fixtures, security and emergency communications systems and radio-television antennas, shall be placed or altered on any Lot until the plans and specifications therefor and the builder which the Owner intends to use to construct the proposed structure or improvement have been approved in writing by a majority of the members of the Committee. The Committee may, in reviewing such plans and specifications, consider any information which it deems proper, including, without limitation, any permits, environmental impact statements or percolation tests which may be required by the Committee or any other entity; information relating to the question of whether any proposed improvement would unreasonably obstruct the view from the Properties or neighboring Lots; harmony of external design and location in relation to surrounding structures, topography and finished grade elevation; and the identity of the builder which an Owner proposes to use to construct the proposed structure or improvement. The committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or improvement, if approved, shall remain in the possession of the Committee until the Subdivision is built out in its entirety. Site plans must be approved by the Committee prior to the clearing of any Lot or

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the construction of any improvements thereon. The Committee may refuse to approve plans and specifications for proposed improvements on any ground which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing plans and specifications, the Committee shall consider, but not be limited by, the purposes set forth in Article Two of this Declaration.

3. ADOPTION OF RULES AND REGULATIONS. The Committee shall have the authority to adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder. In addition, the Committee shall have the power and authority to impose such reasonable charges as it deems necessary or convenient for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Committee and used to defray the administrative expenses incurred by the Committee in performing its duties hereunder; provided, however, that any excess funds held by the Committee shall be distributed to the Association at the end of each calendar year.

4. ACTIONS OF THE COMMITTEE. The Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting shall constitute an act of the Committee.

5. FAILURE TO ACT. In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of twenty-one (21) days following such submission, no approval by the Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such twenty-one (21) day period shall not begin to run until all information required to be submitted by the Committee to assist in its review of any plans or specifications has been received by the Committee. Any failure of the Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Committee's written approval of all requests for variances shall be expressly required.

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6. VARIANCES. The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials, or land use, when, in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision and the Properties, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

7. DURATION OF APPROVAL. The approval or consent of the Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Committee shall be valid for a period of three (3) months only. In the event construction in accordance with such plans and specifications or variance is not commenced on a Lot within such three (3) month period, the Owner of the Lot shall be required to resubmit such plans and specifications or request for a variance to the Committee, and the Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Article and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

8. NO WAIVER OF FUTURE APPROVALS. The approval or consent of the Committee to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, nor other matter whatever, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Committee.

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9. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Committee or its member, as the case may be.

ARTICLE SEVEN - USE RESTRICTIONS

1. LAND USE AND BUILDING TYPES. All Lots shall be used for single-family residential purposes only, and no building or improvement shall be erected, altered, placed or permitted to remain on any Lot except as authorized under the terms and conditions hereof. All buildings shall be subject to such height limitations as the Committee may judge necessary to preserve lines of sight and view from neighboring Lots and the Properties.

2. MINIMUM FLOOR AREA, EXTERIOR MATERIALS, AND ROOFS. Any single family dwelling constructed on Lots 1, 2, 3, 4, 7 and 8 must have a floor area of not less than 2,000 square feet, and all other Lots within the subdivision must have a floor area of not less than 2,600 square feet, with all such minimum floor areas to be exclusive of open and closed porches, terraces, patios, balconies, driveways and garages.

Unless such requirement is expressly waived in writing by the Committee, one hundred percent (100%) of the exterior of each single family dwelling shall be of masonry construction below the roof line. All roofs on improvements constructed on the Lots shall consist of two hundred forty (240) pound or more composition shingles, tile, concrete or wood shingles. No metal shingles shall be permitted.

3. SETBACKS. No building shall be located on any of the Lots nearer to the front or side lot lines than the minimum setback lines shown on the Deed of Dedication and Plat for the Subdivision filed in the Office of the County Clerk of Washington County, Oklahoma.

4. GARAGES AND DRIVEWAYS. All garages shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other improvements in the Subdivision. All garages shall be suitable for not less than two automobiles nor more than four automobiles. All garages shall consist of enclosed structures and no carports shall be permitted on any Lot.

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The location of all driveway cuts shall be subject to approval by the Committee. All driveways shall be constructed of concrete and shall be subject to written approval by the Committee.

5. UNFINISHED STRUCTURES. No house or other structure shall remain unfinished for more than One (1) year after the slab has been commenced.

6. PROHIBITED STRUCTURES. Except as permitted in Article Seven, Paragraph 10 hereof, no structure of a temporary character, trailer, basement, tent, shack, carport, barn or other outbuilding shall be erected and/or used on any Lot at any time, either temporarily or permanently. No residential building may be removed from any Lot in the Subdivision. No structure erected elsewhere, including, but not limited to, old houses and prefabricated structures, shall be moved onto any Lot. No house trailer or mobile home shall be placed on any Lot in the Subdivision.

7. BUTANE AND FUEL TANKS. No butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee.

8. FENCES. Any fence, wall, hedge or other similar structure or improvement shall be approved by the Committee with respect to location, height, type and materials. No chain link fences shall be permitted. No fencing shall exceed six (6) in height.

9. SIGNS. No signs of any character shall be allowed on any Lot except one professional sign for Lot identification purposes; provided, however, that the Declarant and any other person or entity engaged in the construction and/or sale of residences within the Subdivision shall have the right, during the period of development, construction and sale of houses in the Subdivision, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, sales offices, storage areas, and model units.

10. IDENTIFICATION OF LOTS. The house number for each single family residence shall be placed in a location approved by the Committee.

11. TRUCKS, BUSES, TRAILERS AND BOATS. No bus, semi-trailer, tractor, machinery, equipment, or truck larger than a 3/4 ton pickup shall be kept, placed, maintained, constructed, or

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repaired on or in the street in front of any Lot, except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on or in front of any Lot in such manner as to be visible from neighboring property.

Motor homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers and recreational vehicles of any type shall not be parked or kept on the street in front of any Lot at any time; provided, however, the same may be parked for not more than 24 hours on driveways. Such vehicles may not be kept, placed, or maintained on any undeveloped Lot at any time. No motorized vehicle of any kind shall be operated in any manner which is dangerous, noisy or creates a nuisance in the opinion of the Committee.

12. PARKING. On-street parking for periods in excess of six (6) hours shall not be permitted.

13. DUMPING, RUBBISH, GARBAGE AND STORAGE. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and all garbage or other waste shall be kept in sanitary containers. Sanitary containers placed on or near streets and roadways for trash collection must be placed in underground storage facilities with spring risers. No incinerator shall be kept or maintained on any Lot. All garbage, storage, and disposal containers shall be kept in a clean and sanitary condition.

14. ANIMALS AND LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) dogs, cats and/or other household pets shall be kept on any one Lot at any time.

No animals shall be allowed to run at large within the Subdivision. All animals shall be kept within an enclosed area which must be clean, sanitary and reasonably free of waste at all times.

15. FIREARMS. No firearms or explosives shall be kept or maintained on any Lot, other than firearms for the protection of an Owner's family and property and firearms for sporting or recreational purposes. No explosives or fireworks of any type shall be discharged within the Subdivision or the Properties. No hunting, including hunting with bow and arrow, shall be permitted within the Subdivision or the Properties, and no firearms of any type shall be discharged within the

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Subdivision unless necessary in order to protect an Owner's person, family or property.

16. PROHIBITED ACTIVITIES. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that model homes and/or sales offices may be constructed and maintained by Declarant, their successors and assigns, in connection with the development of and the construction and sale of houses and lots in the Subdivision. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

17. ANNOYANCE OR NUISANCE. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood, in the sole discretion of the Committee. No clotheslines or air conditioner window units shall be visible from any public street. No unsightly or elaborate radio or television antenna shall be permitted; provided, however, that conventional antenna for normal household radio and television viewing purposes may be maintained, subject to the approval of the Committee as to appearance, height and location. All exterior lighting shall be subject to review and approval by the Committee, and no offensive exterior lighting shall be permitted.

18. SHRUBS AND TREES. No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curblines at points twenty-five feet (25') from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet (10') of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than six feet (6') above ground level.

19. RESUBDIVISION AND CONSOLIDATION. None of the Lots in the Subdivision shall be resubdivided unless such resubdivision is expressly approved in writing by the Committee. Only one single family dwelling shall be erected on any one Lot. The creation of adequate utility easements and normal governmental approvals from the City of Bartlesville, Oklahoma shall be a prerequisite to the approval of any resubdivision by the Committee. No resubdivision shall result in a lot or lots smaller in area than the smallest original lot in the Subdivision, as shown on the Deed of Dedication and Plat. An Owner may consolidate two or more Lots for the purpose of constructing one single family dwelling thereon.

20. SOLAR EQUIPMENT. All usage of solar equipment must be approved in writing by the Committee.

ARTICLE EIGHT - EXTERIOR MAINTENANCE

1. MAINTENANCE REQUIREMENTS:

(a) In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Association, acting through the Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon, all at the expense of Owner.

(b) All plants, shrubs, trees, grass and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Association shall be entitled to do so, all at Owner's expense.

2. ACCEPTABILITY OF MAINTENANCE. The Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the committee shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3. MAINTENANCE EXPENSE. In the event that the Association or the Committee incurs any expense in maintaining all or any portion of a Lot, the costs thereof shall be charged to and paid by the Owner of such Lot. If such Owner fails to pay such costs upon demand, the Association shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended. In addition, the Association

shall be entitled to pursue the remedies set forth in Article Four, Paragraph 8 of this Declaration.

ARTICLE NINE - STREETS, EASEMENTS AND UTILITIES

1. STREETS AND GENERAL UTILITY EASEMENTS. Declarant does hereby dedicate of the public use the utility easements as designated on the Plat for the several purposes of constructing, maintaining, operating, repairing and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings and equipment, including the poles, wires, conduits, pipes, valves and meters for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said streets and utility easements for the uses and purposes aforesaid. No building, structure or other above or below ground obstruction will be placed, erected, installed or permitted upon the utility easements, provided, however, that the Declarant hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, cross and along the streets and utility easements shown in the Plat for the purpose of furnishing water and/or sewer services to the area included in the Plat and to other areas.

The owner of each Lot in the Subdivision shall be responsible for the repair and replacement of any landscaping and paving located within their Lot in the event it is necessary to install or repair any underground water or sewer mains, electric, natural gas, communications or telephone services.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

(a) All electric supply lines shall be located underground in the utility easements dedicated for general utility services. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said utility easements. Street light poles or standards may be served by underground cable.

(b) Underground service cables to all structures which may be located on all Lots in the Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said Lot; provided, that upon the

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installation of such a service cable to a particular structure, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent and effective right of way easement on said Lot, covering a five-foot strip extending two and one-half (2.5) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

(c) The supplier of electric or communication service, through its proper agents and employees, shall at all times have right of access to all such utility easements provided for in this Declaration of Restrictions, Covenants and Conditions for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities so installed by it.

(d) The owner of each Lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The supplier of electric and/or communications services shall be responsible for ordinary maintenance of underground electric or communication facilities, but the owner of a Lot shall pay for damage or relation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(e) The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each Lot agrees to be bound hereby.

ARTICLE TEN - GENERAL PROVISIONS

1. ENFORCEMENT. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Any failure to enforce the covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter, and any violation of these covenants shall not affect the lien of any mortgage or deed of trust or of any secured party. Any person or entity found, by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses

and reasonable attorneys' fees incurred in connection with the enforcement hereof.

2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision hereof, and all such other provisions shall remain in full force and effect.

3. AMENDMENT AND DURATION. The covenants, conditions and restrictions of this Declaration may be amended or changed by written instrument duly recorded in the Office of the County Clerk of Washington County, Oklahoma and signed by not less than fifty-one percent (51%) of the then Owners of the Lots in the Subdivision. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns and, unless amended as provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded. After such thirty (30) year period, said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended as provided herein.

EXECUTED this 20 day of AUGUST, 2007.

R&D Development, LLC

By Roger W. Skelly
Roger W. Skelly, Manager
756 Brookhollow Lane
Bartlesville, Oklahoma 74006

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Declaration of Restrictions,
Covenants, and Conditions
Burlingame Ridge Addition
Page 19

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

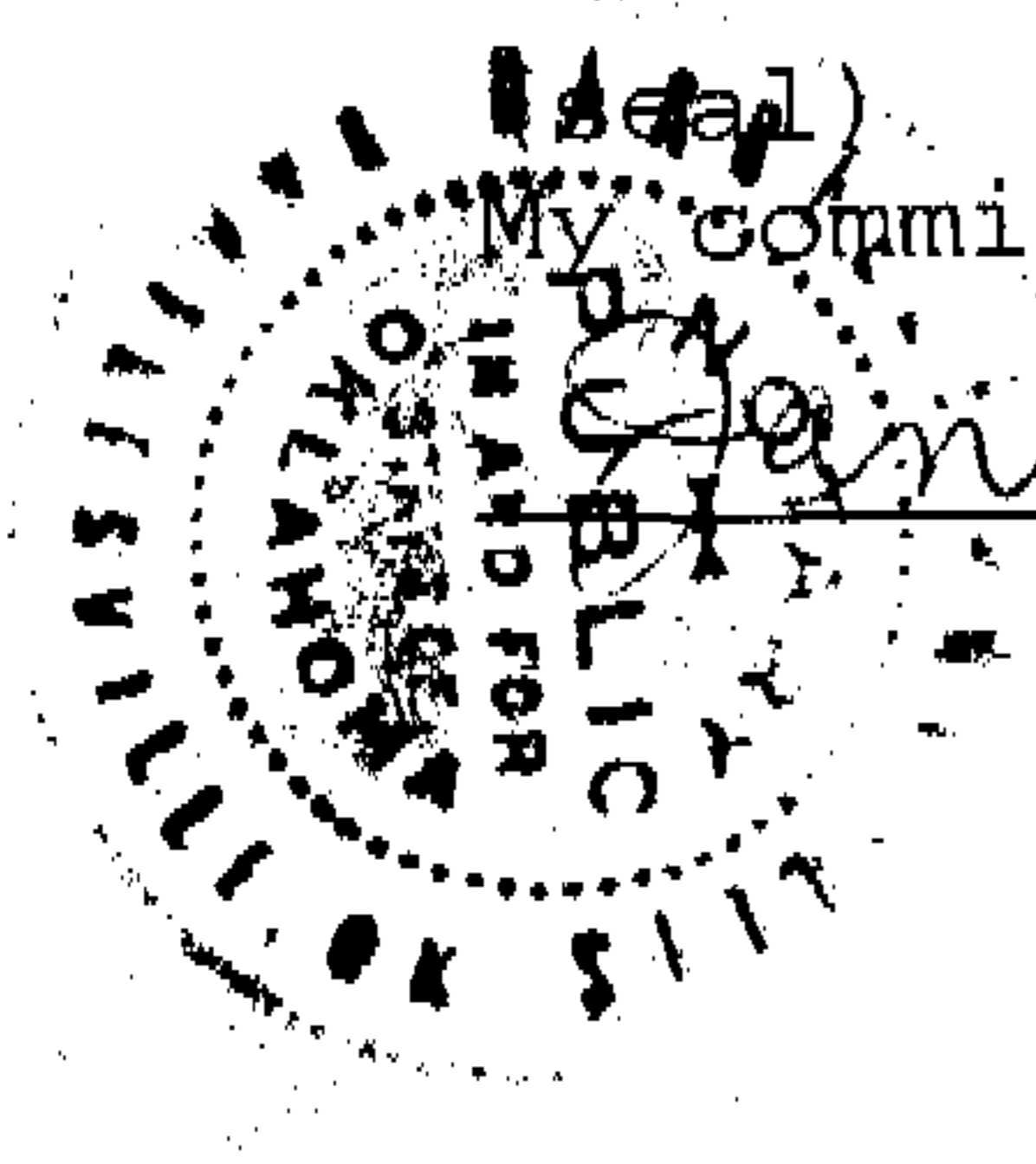
Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of August, 2007, personally appeared Roger W. Skelly, as Manager, to me known to be the identical person who subscribed the name of R&D Development, LLC to the foregoing instrument as its Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

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

Darrelle Ann Ellis
Notary Public
Commission # 02000183



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My commission expires:
January 10, 2010

Exhibit "A"

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 26 NORTH, RANGE 13 EAST, OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N88°48'12"E ALONG THE SOUTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 578.54 FEET TO A POINT ALONG THE SOUTHERLY LINE OF SAID SECTION 20; THENCE N01°12'53"W A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF PRICE ROAD RIGHT-OF-WAY AND THE SOUTHEAST CORNER OF TRACT 12, BURLINGAME HILLS SUBDIVISION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; THENCE N01°27'21"W ALONG THE EASTERLY LINE OF SAID TRACTS 12, 11 & 10 OF SAID BURLINGAME HILLS SUBDIVISION A DISTANCE OF 656.94 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF TRACT 10 OF SAID BURLINGAME HILLS SUBDIVISION; THENCE N88°45'33"E ALONG THE SOUTHERLY LINE OF TRACT 6, BURLINGAME HILLS SUBDIVISION A DISTANCE OF 99.71 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID TRACT 6, BURLINGAME HILLS SUBDIVISION; THENCE S84°44'40"E A DISTANCE OF 205.19 FEET TO A POINT ON THE WESTERLY LINE OF TRACT 2, BURLINGAME HILLS SUBDIVISION; THENCE S02°18'18"E ALONG THE WESTERLY LINE OF SAID TRACT 2 A DISTANCE OF 243.12 FEET TO A POINT. SAID POINT BEING THE SOUTHWEST CORNER OF SAID TRACT 2; THENCE N88°49'10"E ALONG THE SOUTHERLY LINE OF SAID TRACT 2 A DISTANCE OF 152.69 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF TRACT 3, BURLINGAME HILLS SUBDIVISION; THENCE S01°28'46"E ALONG THE WESTERLY LINE OF SAID TRACT 3 A DISTANCE OF 215.69 FEET TO A POINT; THENCE S88°47'07"W A DISTANCE OF 205.00 FEET TO A POINT; THENCE S01°28'46"E A DISTANCE OF 175.00 FEET TO A POINT, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF PRICE ROAD; THENCE S88°47'07"W ALONG THE NORTH RIGHT-OF-WAY LINE A DISTANCE OF 254.95 FEET TO THE POINT OF BEGINNING CONTAINING 5.11 ACRES MORE OR LESS.

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