

DEC 8 4 31 PM '82

ABSTRACT OF OWNERS CERTIFICATE
AND RESTRICTIONS OF PARK HILL ADDITION
TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BENJ. L. SMITH
DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the Round Hill Development Company, a corporation, does hereby certify that it is the owner of the following described real estate in Washington County, Oklahoma, to-wit: See attachment.

and embraced in Park Hill Addition, now platted in blocks, lots, streets and easements recorded in Plat Envelope No. 485 in the records of the Office of the County Clerk of Washington County, Oklahoma; and

WHEREAS, the land is being developed for residential purpose.

NOW, THEREFORE, for the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on all of the said Park Hill Addition to which it shall be encumbered upon its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever, of any lot or lots, included in Park Hill Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All lots in said addition shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a professional office, shop, school or studio for the conduct of any business or trade.
2. (a) Lots 1 through 33 be, and the same are, hereby designated for single-family use, with a minimum of 1,600 square feet living area. Single-family lots shall have a 25-foot front setback or as designated on plat, a 7½-foot sideyard setback, except corner lots which setback will be designated on plat; rear-yard setbacks to be 30 feet provided that an exception shall be permitted that one-half of the house length may be as close as 15 feet and with one-half of the house length being set back 30 feet or more.
- (b) Lots 34, 35, 36, 38, 39, 40, 41, 43, 45, 46, 48, 49, 50 and 51 are approved for the construction of duplexes or for two-family use. The minimum square feet of living area per lot is 2,500 square feet, with a minimum of 1,100 square feet for one unit, i.e., 1,100 + 1,400 = 2,500 square feet, or 1,200 + 1,300 = 2,500 square feet.
- (c) Lots 37, 44 and 47 are approved for tri-plexes or for three-family use, with a minimum square feet of living area if used as a three-family unit, of 1,000 square feet for either one or two of the three units and with a minimum of 3,500 square feet for the total of all of the three units. Said lots may be used for duplexes and if so used the minimum square feet of living area as hereinabove set forth in Subparagraph (b) would apply.
- (d) Any of the above lots set forth in Subparagraphs "(b)" and "(c)" may be used as single-family residences with a minimum of 1,800 square feet living area.
- (e) Lot 42 may be used for a maximum of eight living units, and no living unit may be less than 1,200 square feet living area.

101337

BOOK 789 PAGE 202

3. Under Lots 1 through 33 a building site or plat may be one lot, more than one lot, or less than one lot, but each building site or plat shall have an area of not less than 7,000 square feet.

4. No structure shall be erected, placed or permitted to remain on any building plot other than as hereinabove set forth, and buildings appurtenant thereto such as a garage, servants quarters, childrens play-house, swimming pool and bathhouse, and garden shelter. No house, garage or any other building shall be moved into this subdivision. Each residence shall be constructed in the main of brick veneer, stone, stone veneer or wood siding (concrete blocks not acceptable).

5. All multi-family lots (duplex or tri-plex) and Lot 42 shall have a 20-foot front yard setback, five-foot side yard setback and 15-foot rear yard setback, except corner lots which shall have setback as shown on the plat. Any garage facing a 10-foot building line must be set back 20 feet, however, the house proper shall have the privilege of using the 10-foot setback.

6. Prior to January 1, 2002, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by the Round Hill Development Company, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

7. Prior to January 1, 2002, each residence constructed in this addition shall be constructed by a builder who shall be approved in writing by the Round Hill Development Company.

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

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

10. Sidewalks shall be constructed by builder or owner on all lots adjoining a public street 40 inches from back side of curb, sidewalks shall be 48 inches wide and four inches thick. Corner lots shall require sidewalks on both street sides.

11. The undersigned reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement," sewer and other pipe line conduits, wires and any other method of construction or performing any public or quasi-public utility function beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

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

(b) Except to houses on lots described in Paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage

determined by the location and construction of such house as may be located upon each said lot, provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(d) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

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

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision which is designated or utilized to house poultry, cows, horses, rabbits, pigs, or other animals, nor shall any such poultry, cows, horses, rabbits, pigs, or other livestock be kept or maintained upon the premises.

13. No structure of a temporary character, basement, tent, shack, trailer, garage, barn, or other outbuilding shall be erected for use on any lot at any time as a residence, either temporarily or permanently.

14. No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only for a "For Rent" or "For Sale" sign, of which one sign not exceeding 25" x 36" may be placed upon any lot or structure located thereon.

15. No garage or other building erected within the said subdivision shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on said lot.

16. No fence, whether ornamental or otherwise, shall be erected past the front building line limit as defined under the zoning and subdivision regulations of the City of Bartlesville, Oklahoma.

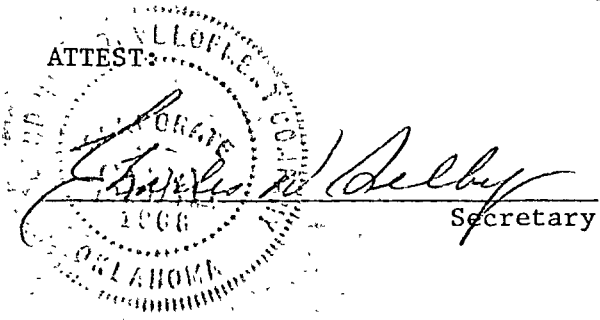
17. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years until an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to a change in said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ROUND HILL DEVELOPMENT COMPANY,
a corporation.

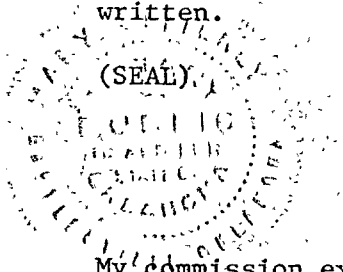
By: Robert L Hart
Vice President



STATE OF OKLAHOMA,)
) ss.
WASHINGTON COUNTY.)

Before me, the undersigned, a Notary Public, in and for said State on this 21st day of October, 1982, personally appeared Robert L. Hart, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President 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 corporation, for the uses and purposes therein set forth.

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



Mary Satterly
Notary Public

My commission expires:
November 1, 1984.

A tract of land in the W/2 SW/4 of Section 3, T26N, R13E, Washington County, Oklahoma, described as follows:

Beginning at a point on the westerly section line which is $N0^{\circ}10'03''$ E a distance of 1090.17' from the SW corner of said Section 3; thence along the westerly section line $N0^{\circ}10'03''$ E a distance of 307.64' to the intersection with a non-tangent curve which is concave to the NW and has a radius of 1195.00'; thence along said curve a distance of 615.23' to a point which has a chord $N73^{\circ}43'43''$ E a distance of 608.46'; thence $S48^{\circ}20'08''$ E a distance of 190.00'; thence $S71^{\circ}31'02''$ E a distance of 77.93'; thence $S84^{\circ}25'18''$ E a distance of 73.85'; thence $N88^{\circ}09'55''$ E a distance of 60.00'; thence $S1^{\circ}50'05''$ E a distance of 22.50'; thence $S89^{\circ}50'00''$ E a distance of 386.39' to a point on the easterly line of said W/2 SW/4; thence along said easterly line $S0^{\circ}09'55''$ W a distance of 801.00'; thence $N89^{\circ}43'07''$ W a distance of 416.92'; thence $N62^{\circ}38'15''$ W a distance of 200.00'; thence $N27^{\circ}21'45''$ E a distance of 110.00' to the beginning of a curve which is concave to the NW and has a radius of 939.96'; thence along the arc of said curve a distance of 42.50'; thence $N76^{\circ}33'51''$ W a distance of 499.27'; thence $N57^{\circ}45'00''$ W a distance of 293.65'; thence $N89^{\circ}49'57''$ W a distance of 60.00' to the point of beginning - containing 19.4384 acres, more or less.

AMENDMENT OF RESTRICTIVE COVENANTS OF
PARK HILL ADDITION TO
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the Round Hill Development Company a corporation, does hereby certify that it is the owner of all of the lots in Park Hill Addition to Bartlesville, except one, and that the undersigned, John P. Proctor and Jill A. Proctor, husband and wife, are the owners of Lot 30, Park Hill Addition to the City of Bartlesville, Oklahoma.

THAT, the said corporation did on the 21st day of October, 1982, execute a Certificate and Restrictions of Park Hill Addition to Bartlesville, Oklahoma, and was filed of record in the office of the County Clerk of Washington County, Oklahoma, on December 4, 1982 and recorded in Book 789 at Page 202-205; and,

WHEREAS, it is the desire of the undersigned, John P. Proctor and Jill A. Proctor, who are the owners of Lot 30, Park Hill Addition, and Round Hill Development Company, a corporation, who is the owner of all the rest of said lots in said addition, to amend paragraph number 2 of the Restrictive Covenants hereinabove referred to reading as follows:

"2. (a) Lots 1 through 33 be, and the same are, hereby designated for single-family use, with a minimum of 1600 square feet living area. Single-family lots shall have a 25-foot front setback or as designated on plat, a 7½-foot sideyard setback, except corner lots which setback will be designated on plat; rear-yard setbacks to be 30 feet provided that an exception shall be permitted that one-half of the house length may be as close as 15 feet and with one-half of the house length being set back 30 feet or more."

to:

"2. (a) Lots 1 through 33 be, and the same are, hereby designated for single-family use, with a minimum of 1750 square feet living area. Single-family lots shall have a 25-foot front setback or as designated on plat, a 7½-foot sideyard setback, except corner lots which setback will be designated on plat; rear-yard setbacks to be 30 feet provided that an exception shall be permitted that one-half of the house length may be as close as 15 feet and with one-half of the house length being set back 30 feet or more."

NOW, THEREFORE, the undersigned do hereby agree that paragraph number 2 of the restrictions shall read as follows:

"2. (a) Lots 1 through 33 be, and the same are, hereby designated for single-family use, with a minimum of 1750 square feet living area. Single-family lots shall have a 25-foot front setback or as designated on plat, a 7½-foot sideyard setback, except corner lots which setback will be designated on plat; rear-yard setbacks to be 30 feet provided that an exception shall be permitted that one-half of the house length may be as close as 15 feet and with one-half of the house length being set back 30 feet or more."

108447

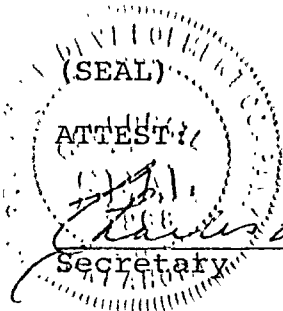
BOOK 801 PAGE 572

It is further agreed by and between the parties that except for the amendment herein set forth, that all conditions, covenants and restrictions hereinbefore imposed on Park Hill Addition to Bartlesville, Washington County, Oklahoma, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures evidencing their agreement to the above set out amendment.

ROUND HILL DEVELOPMENT COMPANY,
a corporation

By: Robert L. Hart
Vice President



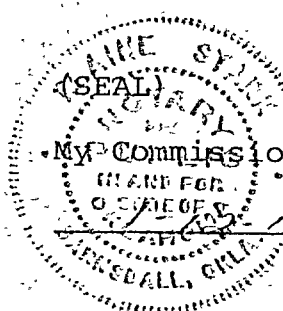
Charles W. Selby
Secretary

John P. Proctor
John P. Proctor
Jill A. Proctor
Jill A. Proctor

STATE OF OKLAHOMA)
(SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said State on this 18th day of July, 1983, personally appeared Robert L. Hart, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President 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 corporation, for the uses and purposes therein set forth.

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



My Commission Expires: 12-31-1987

Elaine Stark
Notary Public



STATE OF OKLAHOMA
WASHINGTON COUNTY
DEPT. OF PUBLIC SAFETY
BY ARLS - REBUTT
JUL 19 2 25 PM '83

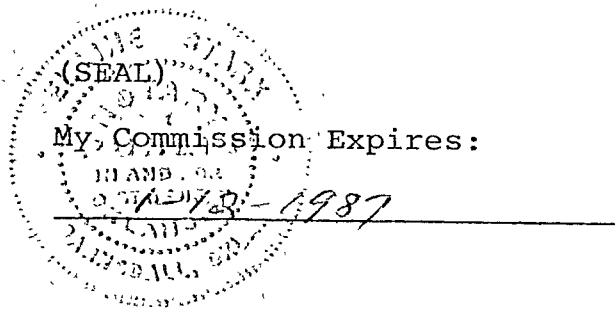
FILED

STATE OF OKLAHOMA)
 (SS:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said State on this 18th day of July, 1983, personally appeared John P. Proctor and Jill A. Proctor, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Elaine Stark
Notary Public



VACATING PART OF PLAT

FILED
MAR 15 4 32 PM '89
BY FAX
SALLY F. DEWITT
CLERK

KNOW ALL MEN BY THESE PRESENTS:

THAT the Round Hill Development Company, a corporation, did, on the 8th day of December, 1982, dedicate and file of record in the Office of the County Clerk, Washington County, Oklahoma, Plat Envelope No. 485, dedicating PARK HILL ADDITION to Bartlesville, Washington County, Oklahoma.

AND, WHEREAS, it is the desire of the undersigned, being all of the owners of all of the lots in said Addition to vacate that certain Lot No. 42 and do hereby join in the execution of this instrument for the vacation thereof as provided in Title 11, §42-108, O.S. 1981.

THAT the vacation thereof does not abridge or destroy any of the rights and privileges of the owners of the other lots in the Plat, nor does the vacation thereof divest any public rights in any public ways, easements or commons.

IN WITNESS WHEREOF the parties hereto have affixed their signatures evidencing their consent to the vacation of said Lot 42, Park Hill Addition to Bartlesville, Washington County, Oklahoma

ROUND HILL DEVELOPMENT COMPANY
a corporation

BY: Robert S. Hart
Vice President
4425 Nowata Road
Bartlesville, Oklahoma 74006

(SEAL)
ATTEST:
Charles W. Selby
Secretary

CERTIFICATE OF CITY COMMISSION

Approved this 6th day of March, 1989.

CITY OF BARTLESVILLE
Washington County, Oklahoma

Paul Kell
Mayor

(SEAL)
ATTEST:
George K. Jones
City Clerk

31959

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Signature(s) of Owner(s)		Lot Owned
<u>Norman James Fanell</u>	<u>Nancy Jean Fanell</u>	4
<u>Lloyd J. Coke</u>	<u>Obligene Coke</u>	45
<u>Richard W. Kendall</u>	<u>Abner F. Kendall</u>	32
<u>Rudney L. Gage</u>	<u>Satti S. Nickinbotham</u>	37
<u>Eddie Collins</u>	<u>Anna L. Collins</u>	16
<u>Alvin B. Mikuland</u>	<u>Frances M. McFarland</u>	19
<u>Allen M. Burt</u>	<u>Freda M. Burt</u>	38
<u>Donald M. Tyle</u>	<u>Norma S. Tyles</u>	34*
<u>Bruce Paul Raine</u>	<u>Woodie W. Rains</u>	34*
<u>Janice A. Drummond</u>	<u>William P. Drummond</u>	27
<u>Marion Gardner</u>	<u>Julia A. Gardner</u>	43*
<u>Topical Company, Inc</u>	<u>Robert R. Hart</u>	43*
<u>Charles H. Barry</u>	<u>"No Spouse"</u>	2
<u>Greg Reich</u>	<u>Pamela S. Reich</u>	5
<u>Man Matthiesen</u>	<u>Belinda Matthiesen</u>	6
<u>Deborah E. Mueggendorff</u>	<u>Rennie E. Mueggendorff</u>	14
<u>Michael L. Riggs</u>	<u>Elaine P. Riggs</u>	28
<u>Philip V. Steed</u>	<u>Glenna Steed</u>	30
<u>Bill Hill</u>	<u>Dawn J. Johnson</u>	24
<u>David Hardwick</u>	<u>J. Diane Hardwick</u>	1

* duplexes

STATE OF OKLAHOMA,)
) ss.
 WASHINGTON COUNTY.)

Before me, the undersigned, a Notary Public in and for said State on this 27th day of February, 1989, personally appeared Robert L. Hart, to me known to be the identical person who subscribed the name of the Round Hill Development Company, a corporation, (owner of all lots in said Park Hill Addition other than those hereinabove specifically set forth), as its Vice President 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 corporation, for the uses and purposes therein set forth.

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

(SEAL)
 My commission expires:
February 1991

Elaine Stark
 Notary Public

P. L. Jock

C. J. Adams



RS-7/
p.u.d.

MADISON BLVD

Lot 42

TRUEDO

D. Franks

Round Hill Dev. Co.

Round Hill Dev. Co.

C. Haddock

HALL

ACRES

City of Bartlesville

C-6

ADAMS MUNICIPAL 601

C-2

SOONER PARK

WILL

RODGERS

HEIGHTS

MADISON

JR HIGH SCHOOL

HODVER

SCHOOL

RS-7

SOONER

HIGH

SCHOOL

PENNINGTON

HILLS

5TH

ADD

High School Dist No 30

DRIVE

MADISON

HEIGHTS

BOOK 852 Pgs. 198

OWNERS OF PARK HILL ADDITION

Lot 1	David H. Hardwicke & F. Diane 5664 Steeper Drive Bartlesville, Oklahoma.
Lot 2	Charles H. Barry 5656 Steeper Drive Bartlesville, Okla.
Lots 3, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 20, 21, 22, 23, 25, 26, 29, 31, 33, 35, 36, 39, 40, 41, 42, 44, 46, 47, 48, 49, 50 & 51	Round Hill Development 4425 Nowata Road Bartlesville, Oklahoma.
Lot 4	Norman James Farrell & Nancy Jean 2425 SE Nowata Place Bartlesville, Oklahoma.
Lot 5	Gregory Allan Reich & Pamela Sue 5632 Steeper Crive Bartlesville, Oklahoma.
Lot 6	Marc Matthiesen & Blenda 5624 Steeper Drive
Lot 14	Dennis R. Mueggenborg & Deborah E. 216 Steeper Drive Bartlesville, Okla.
Lot 16	Eddie C. Collins & Ann L. 6310 Baylor Drive Bartlesville, Okla.
Lot 19	Glyn B. McFarland & Frances M. 5641 Steeper Drive Bartlesville, Oklahoma.
Lot 24	William David Graham & Dawn Summer 5640 Park Hill Court Bartlesville, Oklahoma.
Lot 27	William P. Drumm & Janice G. Drumm 5624 Parkhill Court Bartlesville, Oklahoma.
Lot 28	Michael L. Riggs & Elaine P. Riggs 5621 Park Hill Court Bartlesville, Oklahoma.
Lot 30	Philip V. Steed 5629 Parkhill Court Bartlesville, Oklahoma.
Lot 32	Richard W. Kendall & Alma F. 5641 Park Hill Court Bartlesville, Okla.,
Part of Lot 34; Beg. at NE/c of Lot 34, thence along Lot lines of Lots 34 & 35 thence S.1°50'05" E.64.63'; N.89°50'35" W.46.35'; S.0°09'25" W.30'; N.89°50'35" W.63.64' to a point on E. R/W line of Park Hill Drive, thence along E. R/W line N.1° 50'05" W. 64.94' to NW/c of Lot 34 thence S.89°50' E.110.00' to beg.	Brenda C. Rander 304 Park Hill Drive Bartlesville, Okla.,

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Part of Lot 34, beg. S 1° 50' 05"
E.64.63' from NE/c of Lot 34;
N.89°50'35" W. 46.35'; S.0°
09'25"W.30'; N.89°50'35" W63.64'
to a point on E. R/W line of Park
Hill Drive, thence along E. R/W
line S.1°50'05" E.58.46'; along
N. R/W. line of Parkhill Place
S.88°05'05" E. 110.17' to SE/c of
Lot 34'; N. 1°50'05" W. 62.14' to
beg.

Donald M. Pyles & Donna S. Pyles
P. O. Box 2
Bartlesville, Okla.

Lot 37

Patti S. Hickinbotham & Audrey R.
Gage
232 Park Hill Place
Bartlesville, Okla.,

Lot 38

Allen Marshall Bretz & Freda Mae
228 Park Hill Place
Bartlesville, Okla.

That East Portion of Lot 43
of Park Hill Addition, Beg.
at the NE/c of Lot 43, thence
along N. line of Lot 43 N89°50'05"
W.67.05'; thence S0°33'55" W 43.30';
thence N89°50'05"W 0.40'; thence
S0°42'46" E.71.61' to a point on a
curve northerly r/o/w line of Park
Hill Place; thence SE along the
curve r/o/w line of Park Hill
Place 13.88' said curve being
concave to the NE and having a
radius of 87.07'; the chord being
S85°16'15" E. 13.87'; thence along
the straight r/o/w line of Park Hill
Place S89°50'05" E.53.00' to the SE
corner of said Lot 43; thence N0°09'55"
E.116.00' to the point of beginning;

Marion E. Gardner and Julia A.
5707 Park Hill Place,
Bartlesville, Okla.

Lot 43 less Portion above owned
by Gardner.

Tapjac Company, Inc.,
4425 Nowata Road
Bartlesville, Okla.,

Lot 45

Lloyd J. Coke & Olliegene H. Coke
1921 S. Sanga Fe.
Bartlesville, Okla.,

CERTIFICATE OF OWNERSHIP OF AN ADDITION

It appears from the last recorded deeds in the office of the Washington County Clerk that the following named persons are all the owners of the real Estate in PARK HILL ADDITION, as set out opposite their names.

Dated at Bartlesville, Oklahoma, this 27th day of February, 1989.

SOUTHERN ABSTRACT COMPANY

By *Zvonke Graham*
Assistant Secretary

AMENDMENT OF RESTRICTIVE COVENANTS
PARK HILL ADDITION TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT the Round Hill Development Company, a corporation, did, on the 21st day of October, 1982, execute a Certificate and Restrictive Covenants which were filed of record in the Office of the County Clerk, Washington County, Oklahoma, on December 4, 1982, and recorded in Book 789 at Page 202-205;

33204

AND, WHEREAS, it is the desire of all of the undersigned owners in said Addition to amend paragraph number five (5) of the restrictive covenants hereinabove referred to and omit "Lot 42" so that it is amended to read as follows:

5. All multi-family lots (duplex or tri-plex) shall have a 20-foot front yard setback, five-foot side yard setback and 15-foot rear yard setback, except corner lots which shall have setback as shown on the plat. Any garage facing a 10-foot building line must be set back 20 feet, however, the house proper shall have the privilege of using the 10-foot setback.

AND, WHEREAS, there has been approved by the proper authorities a replat of Lot 42, Park Hill Addition to Bartlesville, Oklahoma, it is the desire of all of the owners of said Lots in said Addition the restrictive covenants be amended to strike paragraph 2(e) in its entirety and to substitute therefor the following paragraph:

(e) Lots 52, 53, 54 and 55 of replat of Lot 42 be, and the same are hereby, designated for single family use with a minimum of 1,750 square feet living area. Said lots shall have a 20-foot front setback, a 7 1/2-foot side yard setback, and a rear yard setback of 30 feet.

IT IS FURTHER AGREED BY AND BETWEEN the parties that except for the amendments herein set forth that all conditions, covenants and restrictions hereinbefore imposed on Park Hill Addition to Bartlesville, Washington County, Oklahoma shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures evidencing their agreement to the above set out amendments.

FILED

ROUND HILL DEVELOPMENT COMPANY,
a corporation

MAY 10 4 13 PM '89

By: Robert Hart
Vice President

STATE OF OKLAHOMA
WASHINGTON COUNTY CLERK
BY [Signature] DEPUTY

ATTEST:
[Signature]
Secretary
OKLAHOMA

Round Hill Development Company
4425 Hamata Rd.
Bartlesville, OK
74006

BOOK 852 PAGE 2737

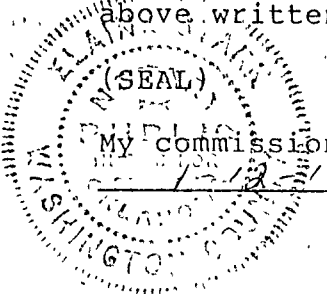
Signature(s) of Owner(s)		Lot Owned
<u>Thomas James Fanell</u>	<u>Nancy Jean Fanell</u>	4
<u>Lloyd J. Coke</u>	<u>Ollie Geneva Hyde Coke</u>	45
<u>Richard W. Kendall</u>	<u>Alma F. Kendall</u>	32
<u>Audrey S. Hage</u>	<u>Batti S. Nickimbotham</u>	37
<u>Edna Collins</u>	<u>Annie Bellini</u>	16
<u>Miss B. Miffland</u>	<u>Frances M. Miffland</u>	19
<u>Allen M. Britz</u>	<u>Leda M. Britz</u>	38
<u>Donald M. Giles</u>	<u>Worua S. Giles</u>	34*
<u>Beverly Raine</u>	<u>Wardie W. Raine</u>	34*
<u>Janice A. Drummond</u>	<u>William P. Drummond</u>	27
<u>Thurion Gardner</u>	<u>Julius A. Gardner</u>	43*
<u>Topique Company, Inc</u>	<u>Robert L. Hart</u>	43*
<u>Charles H. Barry</u>	<u>" "</u>	2
<u>Greg Reich</u>	<u>Pamela S. Reich</u>	5
<u>Man Matthiesen</u>	<u>Belinda Matthiesen</u>	6
<u>Deborah E. Mueggler</u>	<u>Dennis E. Mueggler</u>	14
<u>Michael L. Riggs</u>	<u>Elaine P. Riggs</u>	28
<u>Philip V. Steed</u>	<u>Glenna Steed</u>	30
<u>Bill Hill</u>	<u>Dawn J. Bohan</u>	24
<u>David Hardwick</u>	<u>J. Diane Hardwick</u>	1

* duplexes

STATE OF OKLAHOMA,)
) ss.
 WASHINGTON COUNTY.)

Before me, the undersigned, a Notary Public in and for said State on this 27th day of February, 1989, personally appeared Robert L. Hart, to me known to be the identical person who subscribed the name of the Round Hill Development Company, a corporation, (owner of all lots in said Park Hill Addition other than those hereinabove specifically set forth), as its Vice President 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 corporation, for the uses and purposes therein set forth.

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



Elaine Stark
 Notary Public

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