

CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS
GREEN COUNTRY VILLAGE SECOND ADDITION
TO THE CITY OF BARTLESVILLE

KNOW ALL MEN BY THESE PRESENTS THAT:

The V. D. C. Co., Inc. an Oklahoma Corporation and GREEN COUNTRY VILLAGE, INC. an Oklahoma Corporation are the owners of the described land on the original plat of GREEN COUNTRY VILLAGE SECOND ADDITION, an addition to the City of Bartlesville recorded in the office of the County Clerk of Washington County Oklahoma to wit:

Attached to these Restrictive Covenants on Page Five
and Described as Exhibit III

and has caused the same to be surveyed and platted as shown on the accompanying plat and survey thereof, and which plat is made a part hereof, and has designated the above described land to be GREEN COUNTRY VILLAGE SECOND ADDITION, an addition to the City of Bartlesville.

NOW THEREFORE, the undersigned does hereby dedicate for public use the streets and public places as shown on the accompanying plat, and does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public facilities and utilities, including cable television systems, storm and sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and streets together with all fittings and equipment for each of the facilities including poles, wires, conduits, pipes, valves, meters, paved surfaces and any and all other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets, easements and ways shown on the plat, PROVIDED HOWEVER, that the owner signing below hereby reserves the right to construct, maintain, operate, lay and relay any and all of the aforesaid utilities and facilities together with the right of ingress and egress to, over, and across all the strips of land included within the easements shown on the plat, for the construction and furnishing of services to the area included within the easements shown on the plat, for the construction and furnishing of services to the area included in the said GREEN COUNTRY VILLAGE SECOND ADDITION.

NOW THEREFORE, the undersigned owner for the purpose of providing an orderly development of the property above described and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned owner, its successors and assigns and the City of Bartlesville, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the owners of the aforesaid GREEN COUNTRY VILLAGE SECOND ADDITION and by the City of Bartlesville, Oklahoma. In order that the public interest may be protected, the City of Bartlesville shall be made a party beneficiary of these covenants and may enforce compliance therewith.

1. The land of GREEN COUNTRY VILLAGE SECOND ADDITION shall be used for one or more of the following residence-in-common or commercial-residential uses:
 - . Dwelling, multi family, including duplex,
 - . Garden type apartments,

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BOOK 811 PAGE 565

- . Institution for Children and the Aged,
- . Health Center,
- . Hospital General (not including animals),
- . Nursing Home or Rest Home,
- . Rehabilitation Center for Handicapped Persons,
- . Sanitorium.

These uses shall meet the minimum site requirements specified for churches in the Bartlesville Zoning Regulations. Further, the site or each and every use sited in said GREEN COUNTRY VILLAGE SECOND ADDITION shall have its main ingress and egress on a major thoroughfare, or on a collector street not more than 300 feet distant from a major thoroughfare.

2. The site design standards to be followed in the development of GREEN COUNTRY VILLAGE SECOND ADDITION shall be as follows:
 - A. To the maximum extent possible the impacts of site grading shall be avoided and mitigated by the use of retaining walls, slope walls, mulched slopes, erosion checks on areas of steep slopes, and silt retention basins at downstream locations on the site and at the discharge point from GREEN COUNTRY VILLAGE SECOND ADDITION.
 - B. In areas where steep slopes are disturbed, the developer shall be responsible for establishing such new contours, bank stabilization features, erosion/siltation retention features as will be advantageous to the aesthetics of the development as viewed both internally and from adjacent public thoroughfares.
 - C. The treatment of the woodlands of the site shall include the preparation of a site grading plan which shall attempt to identify the highest quality tree masses on the site and design the location and shape of cuts and fills for the retention of the maximum number of trees. Building and construction sites shall be flagged before removal of trees and grading begins, and the developer shall have design supervisory personnel available during site preparations. The removal of timber as is necessary for the placement of development features shall be accomplished by the pushing of earth and trees into the areas which must necessarily be stripped with the maximum safeguarding of surrounding wooded areas. Earth fill placement shall be conducted with procedures designed to avoid smothering of tree roots. Fill shall in all cases be accomplished outside the drip line of the trees which are marked to be saved.
 - D. No part of the land site shall be visible from Washington Boulevard, and no building shall be placed on the site which shall exceed 35 feet in height.
 - E. Each occupied building (excluding accessory buildings such as storage) shall be permitted one freestanding sign. In addition each separate business activity within the building(s) shall be permitted one wall,

BOOK 811 PAGE 566

E. (cont') projecting or graphics sign. The guidelines set down below shall apply:

TYPE	MAXIMUM AREA *	MAXIMUM HEIGHT	LIGHTING
Free Standing	35 Sq. Ft.	8'	Spot
Projecting	15 Sq. Ft.	15'	General
Wall	300 Sq. Ft or 30% of wall, whichever is less.	NA	Spot or Back
Graphics	16%	NA	Spot or General

* Square feet or percentage of building facade.

3. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may change or alter the direction of flow of drainage channels in the easements. The easement area of all platted land and all improvements in it shall be maintained continuously by the owner of the lands except for those improvements for which a public authority, association of property owners, or utility company is responsible. Owners also grant right of ingress and egress to, over, across and upon all of said easements.
4. No building, wall fence or other structure shall be commenced, erected, or maintained in GREEN COUNTRY VILLAGE SECOND ADDITION, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the VILLAGE DEVELOPMENT COMPANY (V. D. C. Co., Inc.) or by an architectural review committee composed of three or more members appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty days after said plans have been submitted to it, approval will not be required, and this requirement will be deemed to have been fully complied with.
5. These covenants shall run with the land and shall be binding upon the undersigned owners and on all persons claiming under the owners and the City of Bartlesville or any other party having standing under these covenants until January 1, 2003, the then owners of a majority of the lands in GREEN COUNTRY VILLAGE SECOND ADDITION may change or vacate these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of the lands in GREEN COUNTRY VILLAGE SECOND ADDITION filed for record in the office of the County Clerk of Washington County, Oklahoma. For the purposes of participating in any action to change or vacate these covenants the City of Bartlesville or any other party having standing under these covenants shall have rights equivalent to the owner(s) of the smallest land parcel within GREEN COUNTRY VILLAGE SECOND ADDITION.

BOOK 811 PAGE 567

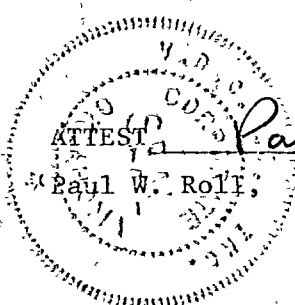
6. If the parties hereto, or any of them in their heirs or assigns shall violate or attempt to violate any of these covenants, conditions and restrictions stated herein it shall be lawful for any person or person having standing under these covenants to prosecute any proceedings at law or in equity against the person or persons violating same, and either to prevent him, her or them from committing such violation or recover damages therefor.

IN WITNESS WHEREOF THE VILLAGE DEVELOPMENT COMPANY (V.D.C. CO., Inc.) has caused this Certificate of Dedication and Restrictive Covenants to be executed this 20th day of January 1984

V. D. C. Co., Inc.

Bill W. Jones
Bill W. Jones, President

Box 996
Bartlesville, 74005



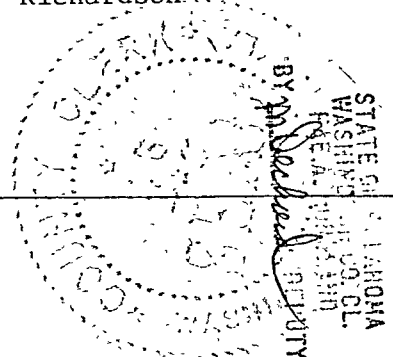
ATTEST Paul W. Roll
Paul W. Roll, Secretary

GREEN COUNTRY VILLAGE INC.

G. C. Richardson
G. C. Richardson, Vice President



ATTEST Doris T. Easter
Doris T. Easter, Secretary



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BOOK 811 PAGE 568

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public, in and for said County and State on this 20 th day of January, 1984 personally appeared Bill W. Jones, President and Paul W. Roll, Secretary of V. D. C. Co., Inc. and G. C. Richardson, Vice President and Doris T. Easter, Secretary of Green Country Village Inc.

to me known to be the identical persons who subscribed the name of the makers thereof to the foregoing instruments as officers indicated and acknowledged to me that they executed the same as their free and voluntary act and deed and as the fee and voluntary act and deed of such corporations 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: 01.05.1987

G. C. Richardson
Notary Public

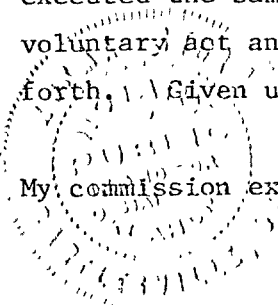


EXHIBIT III

LEGAL DESCRIPTION FOR GREEN COUNTRY VILLAGE SECOND ADDITION

An irregular shaped tract of land lying in the $W\frac{1}{2}$ $NW\frac{1}{4}$ of Section 16, T26N, R13E, Indian Meridian, Washington County, Oklahoma being more particularly described as follows:

Commencing at the SW corner of the said $W\frac{1}{2}$ $NW\frac{1}{4}$; Thence along the South line of the said $W\frac{1}{2}$ $NW\frac{1}{4}$ N89°02'20"E a distance of 81.50 ft., to the point of intersection with the East right-of-way line of U.S. Highway #75 (Washington Blvd.) as recorded in deed book 228 page 167 dated June 27th, 1949, this point being the TRUE POINT OF BEGINNING; Thence along the East right-of-way line of U.S. Highway #75 (Washington Blvd.) N0°37'36"W a distance of 84.50 ft.; Thence parallel with the South line of the $W\frac{1}{2}$ $NW\frac{1}{4}$ N89°02'20"E a distance of 45.00 ft.; Thence S58°59'14"E a distance of 102.92 ft.; Thence along the South line of that tract of land for a Church recorded in deed book 257 page 521 dated October 24th, 1951, being a line parallel with the South line of the $W\frac{1}{2}$ $NW\frac{1}{4}$ and 30 ft., North therefrom, N89°02'20"E a distance of 107.38 ft., to a point which is 10 ft., Westerly of the SE corner of said Church tract; Thence N44°12'22"E a distance of 14.18 ft., to a point on the East line of said Church tract which is 10 ft., Northerly of the SE corner thereof; Thence along the East line of said Church tract N0°37'36"W a distance of 35.00 ft.; Thence NE along the Westerly line of Woodland Loop on the arc of curve #1 a distance of 82.47 ft., said curve #1 being concave to the SE and having a radius of 350.00 ft., and a delta angle of 13°30'00", the chord being N6°07'24"E 82.28 ft.; Thence NW along the Westerly line of Woodland Loop on the arc of curve #2 a distance of 206.27 ft., said curve #2 being concave to the SW and having a radius of 364.17 ft., and a delta angle of 32°27'13", the chord being N3°21'06"W 203.53 ft., to the NE corner of the said Church tract; Thence NW along the Westerly line of Woodland Loop on the arc of curve #3 a distance of 297.59 ft., said curve #3 being concave to the NE and having a radius of 900.00 ft., and a delta angle of 18°56'43", the chord being N10°06'08"W 296.24 ft.; Thence NW along the Westerly line of Woodland Loop on the arc of curve #4 a distance of 196.35 ft., said curve #4 being concave to the SW and having a radius of 125.00 ft., and a delta angle of 90°00'00", the chord being N45°37'36"W 176.78 ft.; Thence S89°22'24"W a distance of 76.21 ft., to a point on the East right-of-way line of U.S. Highway #75 (Washington Blvd.) as recorded in deed book 228 page 167 dated June 27th, 1949; Thence along the East right-of-way line of U.S. Highway #75 (Washington Blvd.) N0°37'36"W a distance of 50.00 ft.; Thence N89°22'24"E a distance of 76.21 ft.; Thence SE along the Easterly line of Woodland Loop on the arc of curve #5 a distance of 274.89, said curve #5 being concave to the SW and having a radius of 175.00 ft., and a delta angle of 90°00'00", the chord being S45°37'36"E 247.49 ft.; Thence SE along the Easterly line of Woodland Loop on the arc of curve #6 a distance of 150.71 ft., said curve #6 being concave to the NE and having a radius of 850 ft., and a delta angle of 10°09'31", the chord being S05°42'22"E 150.51 ft.; Thence leaving the Easterly line of Woodland Loop S75°E a distance of 408.27 ft.; Thence N89°02'20"E a distance of 14.66 ft.; Thence S0°57'40"E a distance of 390.00 ft., to a point on the South line of the $W\frac{1}{2}$ $NW\frac{1}{4}$; Thence S89°02'20"W along the South line of said $W\frac{1}{2}$ $NW\frac{1}{4}$ a distance of 674.66 ft., to the point of beginning - Containing 5.14 acres more or less.

BOOK 811 PAGE 569

Closure - 1: 401,542