

GREEN COUNTRY FOURTH ADDITION, SECTION III

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, VDC, Inc., a corporation, Clair J. Blackall, an individual, and Wal-Mart Stores, Inc., a corporation, are the owners (hereinafter referred to as the "Owner"), of certain real property situated in the City of Bartlesville, County of Washington, State of Oklahoma, to wit:

Lot 1 and Lot 2 GREEN COUNTRY FOURTH ADDITION, SECTION III, an Addition to the City of Bartlesville, Washington County, State of Oklahoma, according to the recorded Plat thereof

and

WHEREAS, Green Country Fourth Addition, Section III was processed as the SKRL Planned Unit Development pursuant to the provisions of the Zoning Regulations of the City of Bartlesville as the same existed on the 13th day of July, 1992, and was approved by the City Council of the City of Bartlesville on July 13, 1992, by Ordinance No. 2775.

WHEREAS, the Owner desires to impose covenants and restrictions on Green Country Fourth Addition, Section III in order to provide for the orderly development thereof in accordance with the provisions of the SKRL Planned Unit Development.

NOW, THEREFORE, for the purpose of providing the orderly development of the SKRL Planned Unit Development and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, their successors, grantees and assigns, and the City of Bartlesville, Oklahoma, the Owner does hereby impose upon Green Country Fourth Addition, Section III the following restrictions and covenants which shall be covenants running with the land and which shall be enforceable by the owners of property within Green Country Fourth Addition, Section III and by the City of Bartlesville, Oklahoma.

SECTION I. STREETS, UTILITIES, EASEMENTS AND ACCESS

The Owner dedicates to the Public for use the easements and street rights-of-way as shown and designated on the plat of Green Country Fourth Addition, Section III for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including the streets, storm and sanitary sewers, telephone lines, electric power lines

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and transformers, gas lines, water lines, and cable television facilities, together with all fittings, and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to the easements and rights-of-way for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on the plat of Green Country Fourth Addition, Section III PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines, together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat of Green Country Fourth Addition, Section III.

B. The undersigned Owner hereby relinquishes any and all rights of ingress and egress to Green Country Fourth Addition, Section III within the bounds designated on the plat of Green Country Fourth Addition, Section III as "Limits of No Access" (LNA). This provision can be released, changed or altered by the Bartlesville Metropolitan Area Planning Commission or its successor, with the concurring approval of the City Engineer of the City of Bartlesville, Oklahoma.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Within Green Country Fourth Addition, Section III, the following development standards and restrictions shall apply:

1. Within Lot 1 the uses permitted as a matter of right in the C-3 and C-5 Zoning Districts under the Zoning Regulations as the same existed on July 13, 1992, and uses customarily accessory to the permitted uses shall be the only uses permitted.

2. Lot 2 is not a part of the SKRL Planned Unit Development and shall not be used for commercial purposes, provided, that nothing herein contained shall be construed either expressly or impliedly as prohibiting, limiting, or restricting the right of the owner of Lot 2 from applying for at any time hereafter the rezoning of Lot 2.

3. The maximum aggregate floor area of all buildings within Lot 1 shall not exceed 243,325 square feet.

4. The maximum building height shall be 30 feet.

5. One off-street parking space shall be provided for each 166.66 square feet of building floor area in accord with a detailed site plan approved by the Metropolitan Area Planning Commission as hereinafter provided.

6. The minimum building setbacks shall be:

- (a) From Green Country Road 80 feet;
- (b) From Adams Boulevard 160 feet;
- (c) From the east boundary 45 feet; and

(d) From Washington Boulevard 850 feet; detached structures containing not more than 4,500 square feet may be located within the east 750 feet of the Washington Boulevard building set-back subject to off-street parking spaces being provided in accord with the requirements of the SKRL Planned Unit Development.

7. Interior landscaped open space in accord with the requirements of the SKRL Planned Unit Development of not less than 8.57% of the net area of Lot 1 and Lot 2 shall be provided and maintained by the owner of the property. Interior landscaped open space includes landscaped street frontage, landscaped parking islands, landscaped yards, plazas and pedestrian areas but does not include parking, building or driveway areas.

8. A concrete block wall with dry-vit coating on both sides 6 feet in height shall be constructed and maintained by the Owner of the property along the west boundary of Lots 10 through 14, Block 1, Rolling Meadows Third Addition to the City of Bartlesville, in accord with a detailed site plan approved by the Metropolitan Area Planning Commission as hereinafter provided.

9. Lighting standards shall be:

(a) The three light standards between the north side of the principal building and Adams Boulevard shall not exceed the height of existing City light standards on Adams Boulevard existing (20 feet);

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(b) Light standards on the south side of the principal building and east of the west wall of the building shall not exceed six in number or 25 feet in height;

(c) Light standards shall be equipped with deflectors directing the light downward and away from adjacent residential areas; and

(d) Building mounted lights shall be hooded and directed downward to prevent spill-over lighting into residential areas.

10. Offstreet parking shall not be permitted between the easternmost driveway along Green Country Road and the easterly boundary of the addition as shown on the approved SKRL Planned Unit Development Site Plan. Such areas shall be landscaped and maintained as shown on the approved SKRL Planned Unit Development landscape plan.

11. No building permit shall be issued for any building within Green Country Fourth Addition, Section III until a detailed site plan for the building shall have been submitted to the Metropolitan Area Planning Commission and approved as being in compliance with the development standards set forth herein and in the text of SKRL Planned Unit Development. No Certificate of Occupancy shall be issued for any building until a detailed landscape plan for the property shall have been submitted to the Metropolitan Area Planning Commission and approved as being in compliance with the development standards set forth herein and in the text of the SKRL Planned Unit Development.

SECTION III. TERM, AMENDMENT, ENFORCEMENT AND SEVERABILITY

A. The covenants and restrictions set forth herein and imposed on Green Country Fourth Addition, Section III shall be covenants which shall run with the land and which shall be binding upon and enforceable by the Owner, their successors, grantees and assigns, and by the City of Bartlesville, Oklahoma, until July 31, 2113, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. This declaration may be amended at any time with the approval of the City of Bartlesville by an instrument signed by owners of the property in Green Country Fourth Addition, Section III; provided, that nothing herein contained shall be construed, either expressly or impliedly, as prohibiting, limiting or restricting the right of any of the owners of Green Country Fourth Addition, Section III, from applying for and obtaining at any time hereafter an amendment

to the SKRL Planned Unit Development, or applying for the rezoning of Green Country Fourth Addition, Section III.

B. In the event the Owner or any of their successors, grantees, lessees, or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby on Green Country Fourth Addition, Section III, any person or persons owning a parcel within Green Country Fourth Addition, Section III, or the City of Bartlesville, Oklahoma, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof.

C. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

WITNESS our hands this 4th day of DECEMBER, 1993.



ATTEST:

VDC, INC.

Wilma N. Roll By: Paul Roll
Wilma N. Roll,
Secretary

Paul Roll
Paul Roll
President

*Please use
correct spelling*

✓ Clair J. Blackall

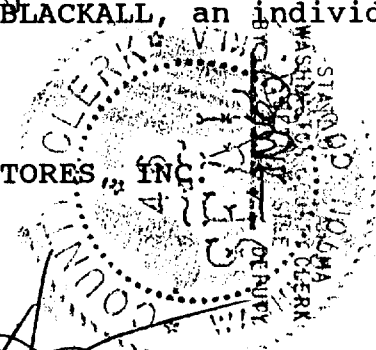
CLAIR J. BLACKALL, an individual

ATTEST:

WAL-MART STORES, INC.

[Signature]
Secretary

[Signature]
Jud W. Hefflin
Asst. Vice President of Real Estate



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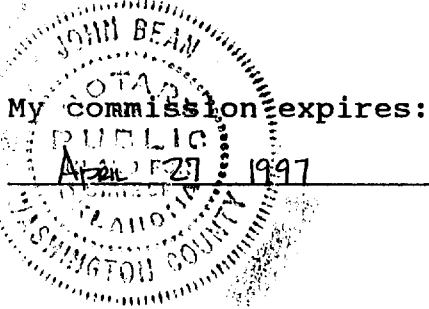
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STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of DECEMBER, 1993, personally appeared Paul Roll, to me known as the identical person who subscribed the name of VDC, INC., to the foregoing instrument as its 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 the day and year last above written.



Notary Public

John Bean

✓ STATE OF OHIO)
) SS.
COUNTY OF WOOD)

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of December, 1993, personally appeared CLAIR J. BLACKALL, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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.

My commission expires:

Nov. 23, 1998

Notary Public:

Jamye J. Bushey

JAMYE J. BUSHEY
Notary Public, State of Ohio
My Commission Expires November 23, 1998



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