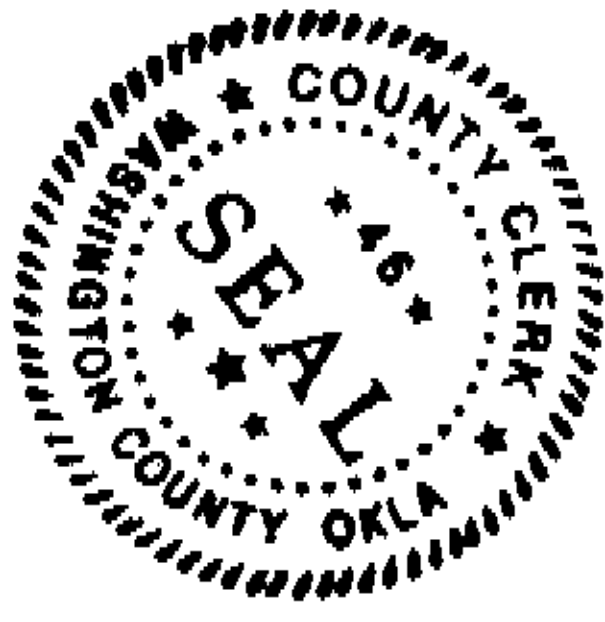


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State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

**OWNER'S DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

That KRS&K DEVELOPMENT, LLC, a member managed limited liability company organized and existing under the laws of the State of Oklahoma, with a place of business at 301 SE Adams Boulevard, Bartlesville, Washington County, Oklahoma 74003, hereinafter referred to as "Developer", being the owner of all of the land included and embraced in Wayside Heights 4th Addition to Bartlesville, Oklahoma, now platted into Lots, blocks, streets and easements, as shown on the plat of Wayside Heights 4th Addition, filed for record August 22, 2006, in Plat Envelope No. 618 of the records in the office of the County Clerk for Washington County, Oklahoma; does by this instrument impose upon all the land in said Wayside Heights 4th Addition, hereinafter referred to as "Wayside Heights 4th", certain restrictions as hereinafter set out.

AND, WHEREAS, said land is being developed for residential purposes;

NOW THEREFORE, for the purpose of providing an orderly development of all the lots and land included in the above described plat and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid property in Wayside Heights 4th, KRS&K DEVELOPMENT, LLC, hereby imposes the following restrictions on all said land embraced in Wayside Heights 4th Addition, to which it shall be incumbent upon the successors in title to adhere, and any person, corporation, partnership, limited liability company, trust, or any other entity, hereinafter becoming an owner or owners, either directly, or through any subsequent transfer, or in any manner whatsoever, of any property, lot, or lots, included in Wayside Heights 4th, shall take, hold and convey same subject to the following conditions, restrictions and reservations, and further subject to the right to alter or amend as provided in Paragraph 20 to-wit:

1. DEFINITIONS:

- (a) "OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", hereinafter referred to as the "Declaration" is this document so captioned and as amended pursuant to Paragraph 21 hereof.
- (b) "Wayside Heights 4th Addition", hereinafter sometimes referred to as "Wayside Heights 4th", is an envisioned residential subdivision in Section 20, Township 26 North Range 13 East, Washington County, Oklahoma.

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- (c) "Lot" shall be one of the Lots as shown on the plat of Wayside Heights 4th Addition.
- (d) "Owner" shall be any person or legal entity having title to a Lot in Wayside Heights 4th.
- (e) "Developer" shall mean the initial developer of Wayside Heights 4th, KRS&K DEVELOPMENT, LLC, its successors and assigns operating as the developer, but not individual Lot owners.
- (f) "Residence" shall mean a single family dwelling house in Wayside Heights 4th used for residential purposes only.
- (g) "Plat" shall mean the plat of Wayside Heights 4th Addition, filed for record August 22, 2006, in Plat Envelope No. 618 of the records in the office of the County Clerk for Washington County, Oklahoma.

2. For the purpose of insuring the development of Wayside Heights 4th so that it will be compatible with the contiguous Deerfield II Addition and Wayside Heights 3rd Addition, the Developer reserves for a period of five (5) years after the last Lot in Wayside Heights 4th is sold by the Developer, the right and power to control the appearance, quality and structural integrity of the residences and appurtenances placed and/or constructed on each Lot in accordance with said additions and the provisions of this Declaration and as follows:

- (a) Prior to the commencement of any work on any Lot, all plans and specifications for any Residence, building, swimming pool, fence, wall, or other structure whatsoever to be erected on any Lot or part of said property, the proposed location thereof on any Lot or Lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any exterior remodeling, reconstruction, alteration, or additions to any building or other structure on any Lot or part of said property shall be subject to and shall require approval in writing by the Developer before any such work is commenced or done.
- (b) The Developer shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt of two copies of said plans. One set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting same; and the other copy thereof shall be retained by the Developer. In the event there be no action to approve or disapprove such plans and specifications and details within thirty (30) days after the delivery of two copies of said plans as hereinabove specified to the Developer, the

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provisions requiring approval of plans shall be deemed waived; provided that any such provision which requires approval of the Developer as an exception to the provisions this Declaration shall only be approved by positive action of the Developer where so specified.

- (c) The Developer shall have the right to disapprove any plans, specifications and details in event such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in event the Developer deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of this Declaration, or contrary to the interests, welfare or rights of all or any part of Wayside Heights 3rd Addition, Wayside Heights 4th and Deerfield II Addition, or the owners of Lots therein, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Developer.
- (d) The Developer may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.
- (e) Neither the Developer, its or successors or assigns, nor any architect or agent of the Developer or the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

3. All Lots shall be used exclusively for single family residential purposes, and no Lot, residence or other structure shall be used either in whole or in part as a professional office, shop, school, daycare, studio, or for the conduct of any business or trade.

4. No Lot may be subdivided to accommodate two or more separate owners or dwellings, though a Lot may be divided between owners of contiguous Lots to create a building site greater in size than one Lot; provided that in no case may a building site be less than one Lot.

5. No mobile home, trailer, tent, shack, garage, barn or other outbuilding or other temporary or permanent structure shall be created, placed, or permitted to remain on

any Lot or used at any time as a residence, temporarily or permanently, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarters, swimming pool and pool house, and garden shelter; provided that these building's appurtenant must be physically attached to the residence in a manner approved by the Developer.

6. All residences shall have garages suitable for accommodating a minimum of two (2) standard size automobiles. Carports are not allowed.

7. No residence shall be placed, altered, erected, constructed or permitted to remain on any Lot which exceeds two (2) stories in height, or has usable living space of less than 1500 square feet, exclusive of breezeways, porches, attached garages, walks, driveways, patios, swimming pools and bath house. No building shall be moved from another location onto any Lot.

8. Each residence shall be constructed of brick, stone, stucco, wood or glass or a combination thereof. Exterior concrete, concrete blocks and metal or vinyl siding are prohibited. Any deviation from these construction material requirements shall be permitted only if approved in writing by the Developer.

9. No residence, outbuildings, structures, or parts thereof shall be erected on any Lot nearer to the front lot line, nor nearer to a side street lot line, nor nearer to an interior lot line than the building setback lines, either as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission of the City of Bartlesville, or as shown on the plat for Wayside Heights 4th, whichever setback is greater.

10. All driveways into a Lot from any street shall be constructed of asphalt, concrete, or similar hard surface material, compacted gravel specifically not being allowed.

11. No nuisance shall be committed upon any Lots, and fowl, livestock or other animals that may be offensive or annoying to the neighborhood shall not be permitted, with the exception of bonafide house pets such as dogs and cats, which do not make objectionable noise or otherwise constitute a nuisance. Animals shall not be kept, bred or maintained for any commercial purpose.

12. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front of the residence on that Lot unless approved by the Developer. Side and rear yard fences may be erected on the side and rear property lines but shall not exceed six feet in height measured from the adjoining ground surface inside the fence. Type and location of fencing must be approved by the Developer. Wire and chain link fencing shall not be allowed.

13 . No sign of any kind shall be displayed on any Lot except a sign showing the street address and name of the occupant except that in the event a Lot is for sale or lease, a sign no larger than two feet by three feet may be placed on the property for such purpose. Until the sale of the last Lot in Wayside Heights 4th to an owner, the Developer shall be allowed to such signage as it desires.

14. All roofs shall have a minimum pitch of three inches for each foot unless approved by the Developer. No exposed antennas shall be allowed unless approved by the Developer.

15. All gas meters, gas, electrical, cable, or other utility structures or pillars, trash receptacles, air-conditioning condensers or units, other miscellaneous utility equipment and clothes lines shall be screened from the street.

16. Utilities:

- (a) Easements have been provided on the Plat for utilities and all utilities (gas, water, electricity, telephone, cablevision or other similar services) are to be underground, but connection pedestals can be placed on the easements. The company providing the services shall have right of access to all such easement-ways shown on said plat plan or provided in this Declaration for the purpose of installing, maintaining, servicing, removing or replacing any portion of the underground service.
- (b) Overhead pole lines for the supply of electric service shall not be located within the boundaries of Wayside Heights 4th except along the East boundary of Wayside Heights 4th and within dedicated utility easements as shown on the Plat. Street light poles or standards shall be served by underground cable. Except as provided immediately above, all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the Plat. Service pedestals and transformers, as sources or supply at secondary voltages, may also be located in said easement-ways.
- (c) Underground service cables and gas service lines to all houses which may be located on all Lots in Wayside Heights 4th, may be run from the nearest gas main, 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 or gas line to a particular house, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on said Lot, covering a five foot wide strip extended 2.5 feet on each side of such service line or cable, extending from the service

pedestal, transformer or gas main to the service entrance on said house or point of metering.

- (d) The suppliers of electric, telephone, cable television and gas services, through their proper agents and employees shall at all times have right of access to all such easement-ways shown on the Plat, or provided for in Declaration for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone or cable television shall also have the perpetual right, privilege and authority to cut down, trim, or treat any trees and/or undergrowth on said easements.
- (e) The Owner of each Lot shall be responsible for the protection of the underground electric and other utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground 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.
- (f) The foregoing covenants concerning underground electric, telephone, cable television or gas service facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the Owner of each Lot agrees to be bound hereby.

17. Any Owner for as long as this Declaration remains in effect and the Developer for a period of five (5) years after the last Lot in Wayside Heights 4th is sold by the Developer, and shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer or by any Owner to enforce any covenant or restriction-herein contained shall in no event be deemed a waiver of the right to do so thereafter.

18. The initial purchaser of each Lot in Wayside Heights 4th shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the City of Bartlesville, Oklahoma.

19. Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

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20. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. With exception of the provisions of Paragraphs 2, 16 and 20, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any such amendment must be recorded. Enforcement shall be by proceedings at law or in equity to restrain violations and/or recover damages.

IN WITNESS WHEREOF, the undersigned owner has executed these presents at Bartlesville Oklahoma, as of the 16th day of August, 2006.

KRS&K DEVELOPMENT, LLC

By *Robert M Kane*
Member

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of August, 2006, personally appeared Robert M. Kane, to me known to be the identical person who subscribed the name of KRS&K DEVELOPMENT, LLC to the foregoing instrument as a Member, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of KRS&K DEVELOPMENT, LLC, for the uses and purposes therein set forth.

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

Joy Boatman
Notary Public

My commission number is: 0000 3246

My commission expires: 4-3-2008

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