

Park Hill 3rd Addition Phase 2

COVENANTS AND RESTRICTIONS

011718

NOW, THEREFORE, the Developer for the purpose of providing for an orderly development of the Addition and for the purpose of insuring adequate restrictions for the mutual benefit of the Developer, its successors and assigns and the City of Bartlesville, Oklahoma does hereby impose the following covenants and restrictions upon all real estate within the Addition, to wit:

1. **LOT USE.** Lots within the Addition shall be only used for residential, single-family purposes. No lot shall be used for business, commercial, professional or manufacturing purposes provided that, however, this prohibitor shall not apply to any building or structure that may be placed on any lot or portion of a lot within the Addition that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Addition or to the property adjacent to the Addition.
2. **DWELLINGS.** No structure of a temporary character shall be used as a residence. No mobile home or dwelling structure shall be moved into or be present in the Addition. The following standards shall apply to all dwellings constructed in the Addition.
 - A. **Dwelling Size.** All dwellings shall have a minimum living space of 2000 square feet. Dwellings in excess of a single story shall have a minimum living space of 1400 square feet at the lower level. No dwelling shall have more than two (2) stories. Square footage shall be computed on measurements over the frame of the living space exclusive of porches, patios, garages, basement and attic area used for storage.
 - B. **Masonry.** All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick or stone, provided, however, the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line so that the foundation shall be completely concealed. Any deviation of exterior construction material shall be permitted only upon the written consent of the developer.
 - C. **Garages.** All dwellings shall have attached garages suitable for accommodating at least two (2), but not more than four (4) standard sized automobiles. All garages shall be accessed by an overhead garage door or doors.
 - D. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than fourteen (14) feet in width.
 - E. **Roof Pitch.** The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a **pitch less than 3/12.**
 - F. **Roof Material.** All roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 240# or more per square and shall be simulated shake in appearance (seal down shingles not acceptable).
3. **CERTIFICATE OF APPROVAL.** No building shall be erected or materially altered on any lot in the Addition until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plan showing the location and facing of the building, have been approved in writing by the Developer, which approval shall be indicated by a certificate signed and acknowledged by an officer of the Developer. The purpose of such approval shall be to promote good design and compatibility within the Addition and the Developer in its review of the plans, specifications, exterior color scheme, material and plot plan for any building may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected

BK 1049PG2396

and the harmony thereof with the surrounding area. The Developer shall not be liable for any approval or disapproval and its approval or building plans shall not constitute a warranty or create any responsibility or liability for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval by the Developer of the building plans shall not be deemed a waiver of any restriction or covenant herein contained. The provisions of this paragraph requiring approval by Developer shall cease, terminate and be of no further force and effect on the date ten (10) years from the date hereof. Thereafter, the approval required in this provision shall not be required unless prior to the expiration of ten (10) years from the date hereof, a written instrument shall be executed by the then record owners of a majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the Developer for such a period as may be specified in said instrument. In the event that the Developer shall be dissolved prior to the expiration of ten (10) years from the date hereof, then and thereafter the approval of the building plans, specifications, exterior color scheme, materials and plot plan of buildings constructed in the Addition shall be exercised by a representative or representatives designated in a written instrument executed by the then record owners of a majority of the lots in the Addition, which instrument shall be duly recorded.

4. OUTBUILDINGS. All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling and shall satisfy the roof requirements of paragraph 2.

5. FENCES. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum front set-back lines established herein. No fence shall be erected on any lot closer to the street frontage than the front exterior lines of the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. No chain link fences shall be permitted without the written approval of the Developer. Nothing herein contained shall, however, preclude or prevent the use of evergreens or other shrubbery for landscaping purposes. The developer shall be allowed to construct a wall in the area designated as "wall easement" on the plat.

6. SIDEWALKS. Upon the construction of a dwelling upon a lot, the owner of such lot constructing such dwelling shall then be responsible for construction of appropriate city sidewalks within subdivision regulations of the City of Bartlesville, Oklahoma.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) dogs, cats or other household pets and the suckling young of said animals. Animals shall not be kept, bred, or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals shall be fenced in or kept on a lease. Animal shelters shall be screened from view from any street unless built in conformity with the requirements for outbuildings herein set forth.

8. STORAGE. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted within the Addition. Building materials may be stored for a period of thirty (30) days prior to the start of construction of a dwelling. Construction of dwellings shall be completed within nine (9) months after pouring of the footing.

9. VEHICLES, MOTORCYCLES. No vehicle, motorcycle, motor bike, camper trailer, or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked or stored on or adjacent to any lot, except in a garage or other area screened from view behind the set-back lines, for more than forty-eight (48) hours during any seventy-two (72) hour period, provided that, however, nothing herein shall prohibit the parking of passenger vehicles on the surfaced driveway. Vehicles shall not be kept, parked or allowed to stand on the yard. Resident's vehicles shall not be parked in any street.

10. ANTENNAE. No television, radio or other antennae or reception device shall be constructed

BK 1049 PG 2397

or maintained on any lot or on any structure on a lot without the written approval of the Developer.

11. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except (i) one sign of not more than six (6) square feet advertising the sale or rental of said property or (ii) signs used for the purpose of campaigning for a result in any political election or issue or (iii) signs maintained by the developer or a builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

12. SET-BACK LINES. No buildings, outbuildings, structures or parts thereof shall be constructed or maintained on lots nearer to the property lines than the setback lines provided herein or as shown on the Plat. Unless otherwise provided by easement or by set-back lines shown on the Plat, the minimum building setback lines shall be that determined by the requirements of the City.

13. DRAINAGE EASEMENTS. No Buildings, outbuildings, structures, fences, trees, shrubs or other vegetation shall be placed in drainage way easements as reflected on the Plat, except grasses normally used for lawn purposes. No obstructions shall be placed or permitted to remain in any of the designated drainage way easements that would hinder or restrict the free and voluntary flow of stream water from its intended passageway.

No lot owner shall plant any tree or shrubbery in dedicated utility easements or rights-of-way which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-way.

If it is determined by the municipality that any trees or shrubbery located within said easements or rights-of-way are endangering utilities in said easements or rights-of-way, the city shall have the right to remove said shrubbery upon five (5) days notice thereof at the lot owners expense, or within such time the lot owner may remove same.

14. ELECTRIC AND COMMUNICATION SERVICE.

A. Overhead pole lines for the supply of electric and communication service may be located along the North & East boundary line of the Development. The supplier of electric and communication service ("company"), through its proper agents and employees, shall have the right, privilege and authority to cut down, and trim, treat and dispose of any trees and undergrowth within said easement-ways or on property contiguous thereto which, in the company's sole judgement, interfere or threaten to interfere with the company's structures, lines fixtures and equipment.

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

D. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on this property and shall prevent the alteration of grade or any

BK 1049 PG 2398

construction activity which may interfere with said electric and communication 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 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.

15. WATER, SANITARY SEWER. Owners shall be responsible for the protection of the public water mains and sanitary sewer facilities located on their lots and shall prevent the alteration of grade in excess of three (3) feet from the original contours and any construction activity which may interfere with said facilities. Said alterations of grade restriction shall be limited to easement area.

The City of Bartlesville, Oklahoma shall be responsible for the ordinary maintenance of public mains and public sanitary sewer facilities, but the owner will pay damage to or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

The City of Bartlesville, Oklahoma or its successors shall have the right of access with its equipment to all easements shown on the Plat, for the purposes of installing, maintaining, removing or replacing any portion of the underground water and sewer facilities.

16. LANDSCAPE AND PAVING REPAIR. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within utility easements and rights-of-way damaged as a result of repairs to or replacements of water, sanitary sewer mains, electric, natural gas or communication services.

17. SANITARY DISPOSAL. No outside toilets shall be allowed in the Addition and all sanitary facilities must comply with local and state health requirements.

18. WASTE. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All refuse and waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and mowed to the street. All waste containers shall be screened from roadway view and must be removed from the curbside within 18 hours after refuse collection vehicles empty the containers.

19. NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot and nothing shall be done thereon which may be or become an annoyance or nuisance to the residents.

20. HOMEOWNER'S ASSOCIATION. A Homeowner's Association named "PARK HILL 3 HOMEOWNERS' ASSOCIATION", An Oklahoma Corporation, may be established by Developer pursuant to 60 O.S. 1991, 851 et seq., for the purpose of maintaining or contributing to the maintenance of drainage way easements, improvements constructed by the Developer at entryways to the Addition, if any other public use area within the Addition, drainage and/or water detention facilities constructed on real estate adjacent to the Addition and for such other purposes as shall be deemed advisable. All lawful acts of "PARK HILL 3 HOMEOWNERS' ASSOCIATION" made under and pursuant to its Certificate of Incorporation and By-laws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in "PARK HILL 3 HOMEOWNERS' ASSOCIATION" shall consist of all owners of lots in the Addition and owners of such additional property as may be designated by the Developer.

Annual assessments of \$100.00 shall be made on a per lot basis. Such assessments may be increased five percent (5 %) per year by the Board of Directors of PARK HILL 3 HOMEOWNERS' ASSOCIATION and up to ten percent (10%) per year upon the affirmative vote of two-thirds (2/3) of the owners of lots in the Addition.

Such Assessments shall be a lien upon each lot assessed and any such lien may be foreclosed by the PARK HILL 3 HOMEOWNERS' ASSOCIATION and the lot owner shall be responsible for all costs and attorney's fees incurred by PARK HILL 3 ASSOCIATION in connection with collection of assessments and the enforcement of

BK 1049 PG 2399

such lien. Each lot shall be entitled to one vote, regardless of the number of owners thereof.

21. ENFORCEMENT. Enforcement to restrain or to recover damages for violation of these covenants and restrictions may be brought by the Developer or by an owner of any lot, whether acting jointly or individually: The Developer shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

22. REMEDIES. If any person shall violate or attempt to violate any of the covenants or restrictions herein, any person owning any real property in this Addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the prevailing party shall be entitled to an award of attorney's fees to be taxed as costs.

23. NO WAIVER. The failure of the Developer or of any successor in title to enforce any given restriction or covenant at any time shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these covenants and restrictions.

24. SEVERABILITY. Invalidation of any one of these covenants or restrictions shall not affect any of the other provisions, which shall remain in full force and effect.

25. DURATION. Except as specifically otherwise limited herein, the covenants and restrictions herein contained shall remain in full force and effect for a period of twenty (20) years from the date hereof and shall be automatically renewed and continued thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

26. BINDING EFFECTS, AMENDMENTS. These covenants and restrictions are to run with the land and shall be binding upon all parties becoming owners of lots within the Addition. These covenants and restrictions, with the exception of the provisions of paragraph 14 and 15, above, may be amended, modified, changed or cancelled only by a written instrument executed and acknowledged by the owners or owners of a majority of the lots in the Addition, with such amendment, modification, change or cancellation to be effective upon recording of such instrument in the office of the Washington County Clerk.

BR 1049 PG 2400

IN WITNESS WHEREOF, the duly authorized officers of BRENT TAYLOR HOMES, INC. have executed this instrument this **24th day of October, 2006.**

BRENT TAYLOR HOMES, INC.

BRENT TAYLOR, PRESIDENT
STATE OF OKLAHOMA)

)S.S.

COUNTY OF WASHINGTON)

Before me, the undersigned Notary public, in and for said county and State on this 24th day of October, 2006, personally appeared BRENT TAYLOR, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as it's President and acknowledges to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation, for uses and purposed therein set forth. Given under my hand and seal the day and year first above written.

Notary Public Stacie D. Morrison My Commission expires:

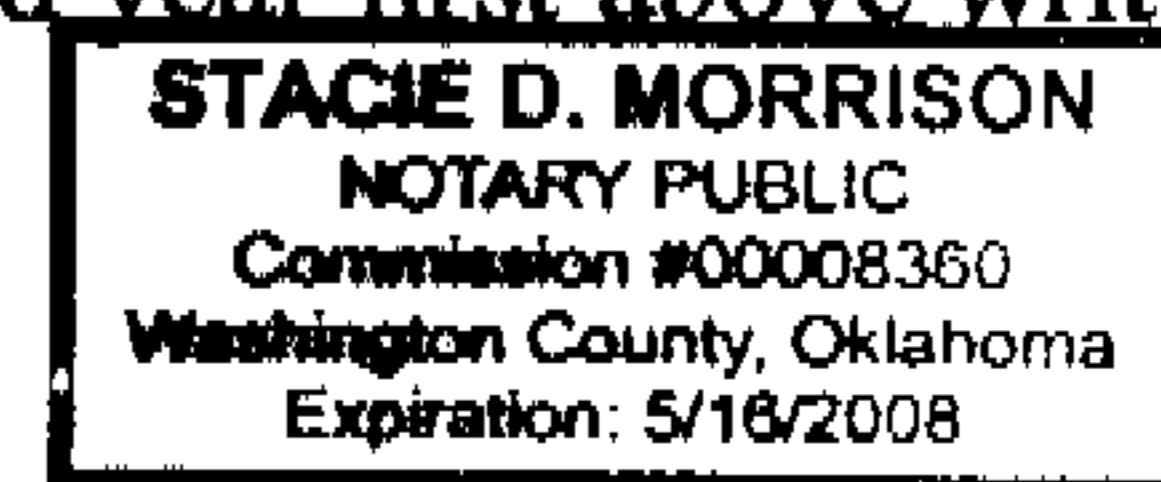


Exhibit "A"

Page 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS; BRENT TAYLOR HOMES, INC.,

An Oklahoma corporation, (the "Developer") is the sole owner of the following described real estate, situated in Washington County, Oklahoma, to wit:

A PART OF THE SW/4 OF SECTION 3, T-26-N, R-13-E, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 3;

THENCE N 00° 10' 38" E A DISTANCE OF 2640.49 FEET TO THE NW CORNER OF THE SW/4 OF SAID SECTION 3; THENCE S 89° 53' 46" E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 307.15 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PARK HILL 3RD ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING S 89° 53' 46" E ALONG SAID LINE, A DISTANCE OF 1013.13 FEET; THENCE S 00° 09' 55" W, A DISTANCE OF 556.13 FEET TO A POINT ON THE BOUNDARY LINE OF PARK HILL 2ND ADDITION; THENCE AROUND A CURVE ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 39° 41' 13", AN ARC DISTANCE OF 360.05 FEET, A RADIUS OF 519.81 FEET, AND A CHORD OF S 68° 21' 34" W, A DISTANCE OF 352.90 FEET; THENCE S 41° 35' 07" E ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION, A DISTANCE OF 56.54 FEET; THENCE S 00° 09' 55" W ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION, A DISTANCE OF 170.00 FEET; THENCE S 63° 07' 23" W ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION, A DISTANCE OF 26.43 FEET; THENCE N 42° 38' 09" W ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION, A DISTANCE OF 129.05 FEET; THENCE AROUND A CURVE ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 59° 22' 17", AN ARC DISTANCE OF 51.81 FEET, A RADIUS OF 50.00 FEET, AND A CHORD OF S 77° 02' 58" W, A DISTANCE OF 49.52 FEET; THENCE AROUND A CURVE ALONG THE BOUNDARY LINE OF PARK HILL 2ND ADDITION IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 04° 18' 05", AN ARC DISTANCE OF 89.71 FEET, A RADIUS OF 1195.00 FEET, AND A CHORD OF S 42° 57' 54" W, A DISTANCE OF 89.69 FEET TO A POINT ON THE BOUNDARY LINE OF PARK HILL 3RD ADDITION; THENCE N 38° 23' 19" W ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 80.55 FEET; THENCE AROUND A CURVE ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, IN A COUNTERCLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 07° 43' 40", AN ARC DISTANCE OF 150.38 FEET, A RADIUS OF 1115.00 FEET, AND A CHORD OF N 40° 47' 00" E, A DISTANCE OF 150.27 FEET; THENCE AROUND A CURVE ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION IN CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 17° 37' 31", AN ARC DISTANCE OF 184.51 FEET, A RADIUS OF 599.81 FEET, AND A CHORD OF N 45° 43' 56" E, A DISTANCE OF 183.79 FEET; THENCE N 04° 51' 43" W, ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 235.24 FEET; THENCE DUE NORTH ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 64.75 FEET; THENCE DUE WEST ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 482.04 FEET; THENCE S 61° 59' 41" W ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 55.51 FEET; THENCE N 27° 29' 44" W ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 179.64 FEET; THENCE AROUND A CURVE ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03° 42' 44", AN ARC DISTANCE OF 21.06 FEET, A RADIUS OF 325.00 FEET, AND A CHORD OF N 64° 21' 38" E, A DISTANCE OF 21.05 FEET; THENCE N 23° 47' 00" W ALONG THE BOUNDARY LINE OF PARK HILL 3RD ADDITION, A DISTANCE OF 161.07 FEET TO THE PLACE OF BEGINNING CONTAINING 427,071 SQUARE FEET OR 9.80 ACRES.

BK 1049 PG 2401

Exhibit "A"

Page 2

WHEREAS; the Developer has caused the above described real state to be surveyed, platted and staked into lots, blocks, streets, and easements in conformity with a written plat of the above described real estate recorded in the office of the County Clerk of Washington County, Oklahoma (the "PLAT") which has been therein designated and named "PARK HILL 3rd Phase 2", an addition to the City of Bartlesville, Washington County, Oklahoma (the "Addition"); and

WHEREAS, the Developer desires to dedicate for the public use certain portions of the Addition in order to preserve and enhance the distinctive natural beauty and character of the Addition by the creation and enforcement of developmental standards.

DEDICATION

NOW, THEREFORE, The Developer does hereby dedicate for public use forever, the streets, easements and rights-of-way as shown on the plat for the several purposes of constructing, maintaining, operating repairing, removing, replacing any and all streets, public utilities including storm and sanitary sewers, telephone lines, cable television lines, electric power line and transformers, gas lines and water lines, including the poles, wires, conduits, pipes, valves, meters and any 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 the streets shown on the plat. No building structure shall or other above or below ground obstruction that will interfere with the purposes of aforesaid will be placed, erected, installed, maintained or permitted upon the easements or rights-of-way as shown on the Plat provided that, however, the Developer hereby reserves the right to construct, maintain, operate, lay & relay water and sewer lines together with the right of ingress and egress over, across and along all strips of land included within the easements and rights-of-way shown on the Plat, both for the furnishing of water and/or sewer services to the Addition.

Doc # 2006011718
Bk 1049
Pg 2396-2402
DATE 11/03/06 10:41:43
Filing Fee \$25.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



B. Deal

BK 1049 PG 2402