

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT J. L. DIAMOND and GRETNA E. DIAMOND, husband and wife, are the SOLE OWNERS of the following described property in the County of Washington, State of Oklahoma, to-wit:

A tract or parcel of land out of Section 35, Township 27 North, Range 12 East of the Indian Meridian, described as follows: Beginning at the Northwest Corner of Oak Park Village IV, an Addition to the City of Bartlesville, Oklahoma, 3,037.66 feet North and 2,124.49 feet East of the Southwest Corner of said Section 35, thence in a Northeasterly direction along a 3° 37' 08" curve which bears to the left a distance of 253.73 feet to the point of tangency of said 3° 37' 08" curve, thence North 1° 13' 00" West along the East line of Oak Park Village, Section III, an addition to the city of Bartlesville, Oklahoma, a distance of 986.45 feet to the Northeast corner of said Oak Park Village, Section III, thence North 88° 08' 19" East a distance of 1,038.11 feet to a point on the West right-of-way line of Virginia Avenue, thence South 1° 08' 48" East, parallel to and 40 feet West of the East line of said Section 35, a distance of 1,273.13 feet to the Northeast corner of said Oak Park Village Section IV, thence South 88° 47' 00" West along the North line of said Oak Park Village, Section IV, a distance of 786.49 feet to the point of curvature of a 3° 32' 16" curve, thence in a Northwesterly direction along said 3° 32' 16" curve which bears to the right, a distance of 245.72 feet to the point of tangency of said 3° 32' 16" curve, thence North 82° 31' 23" West a distance of 22.97 feet to the point of beginning. Said tract contains 30.175 acres more or less

WHEREAS, the said OWNERS have caused the above described property to be surveyed, replatted and staked in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as OAK WOOD ADDITION, an Addition to the City of Bartlesville, County of Washington, State of Oklahoma.

NOW, THEREFORE, the undersigned OWNERS do hereby dedicate for public use the streets and public places shown on the accompanying plat, and do further dedicate for public use forever, the easements and right-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress upon said easements and right-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat, PROVIDED, HOWEVER, that the OWNERS hereby reserve the right to construct, maintain, operate, lay and 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 shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

AND, WHEREAS, OAK WOOD ADDITION is a Planned Unit Development, approved by the Metropolitan Area Planning Commission, Bartlesville, Washington County, Oklahoma.

NOW, THEREFORE, the undersigned OWNERS, for the purpose of providing an orderly development of the Planned Unit Development property above described and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned OWNERS, their successors and assigns and the City of Bartlesville, do 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 above described lots and by the City of Bartlesville, Oklahoma.

98238

BOOK 783 PAGE 954

PROTECTIVE COVENANTS AND RESTRICTIONS

RECITALS

The following facts concern conditions of said Planned Unit Development and subsequent amendments thereto:

- A. The total number of living units within the subdivision shall not exceed 171.
- B. The structures in Blocks 1, 2, 3, 4, 5, 6 & 7 will be limited to one-story and two-story duplexes, except as set forth in paragraph C.
- C. Lots 1 through 8, Block 1 will be limited to single family detached. Lots 1 through 19, Block 7 will be limited to single family detached.
- D. 10 foot building separation unless dwelling units are attached.
- E. A minimum of 600 sq. ft. of liveability area should be provided for each living unit.
- F. That a minimum of two off-street parking spaces be provided per living unit.

ARTICLE I

DEFINITIONS

Section 1. "Properties" shall mean and refer to all land in Oak Wood Addition which is subject to the reservations set forth herein, and "Subdivision" shall mean and refer to such subdivision as depicted on the Subdivision Plat, as filed in the Office of the Washington County Clerk.

Section 2. "Affected Lot" or "Affected Lots" shall mean and refer to the plot or plots of land shown upon the Subdivision Plat.

Section 3. "Declarant" shall mean and refer to J. L. Diamond and Gretna E. Diamond, their successors and assigns, including, but not limited to, any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which acquires all or substantially all of the properties then owned by J. L. Diamond and Gretna E. Diamond (or subsequent successors in interest), together with its rights hereunder, by conveyance or assignment from J. L. Diamond and Gretna E. Diamond or by judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Properties.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or fee simple title to any Affected Lot but excluding those whose interest is held merely as security for the performance of an obligation.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Oak Park 6th Addition as filed in the Office of the County Clerk of Washington County, Oklahoma.

Section 6. "Unit" shall mean and refer to that portion of the structure on an Affected Lot for occupancy by one person or one family. "Duplex Units" shall mean and refer to two Units constructed as a townhouse on adjacent Affected Lots with a common wall and common structures.

Section 7. "Common Structure" shall mean and refer to the party wall between Units and to the party walls between Duplex Units, the pipes, vents, outlets, plumbing, insulation, wiring and duct work within such party wall or walls and the portions of the roof and foundation of Duplex Units located between two imaginary planes formed by extension upward and downward of the surfaces of the party wall or walls forming the interior walls of each Unit.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DECLARATIONS

Section 1. Encroachments: Overhang Easement.

(a) Declarant hereby reserves for themselves and each Owner an easement and right to overhang the adjacent Affected Lot with the roof of any Unit as any such roof is originally constructed or substantially repaired by necessity, but not otherwise.

(b) If any portion of any Unit now encroaches upon any other Affected Lot or the property of any Owner other than the Owner of such Unit, or if any Unit hereafter constructed encroaches upon any other Affected Lot or the property of any Owner other than the Owner of such Unit, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event any Unit shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent

BOOK 733 PAGE 955

domain proceedings and then rebuilt, encroachment easements due to such rebuilding shall exist for such encroachments and maintenance thereof for so long as the building shall stand to the same extent and degree as such initial encroachment.

Section 2. Ingress and Egress by Owner onto Duplex Unit Owner's Property. Each Owner shall have an easement, which is hereby reserved by Declarant in his behalf, over and upon the adjacent Affected Lot for the maintenance and repair of (a) the Common Structures, (b) other improvements adjacent to such adjacent Affected Lot and (c) pipelines connecting each Unit with water and sewer mains; provided that such entry upon the adjacent Affected Lot shall be made with as little inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the Owner using this easement.

Section 3. Drainage. Declarant hereby reserves for itself the right to place drainage facilities on or under any Affected Lot for drainage of such lot and facilities as the same are installed and Declarant hereby reserves an easement on any Affected Lot on which drainage facilities are installed for their use and maintenance in favor of the Owner of any property which is served by or drains into such facilities, provided that any entry upon the property on which the drainage facilities are located shall be made with as little inconvenience to the Owner thereof as practical. For purposes of determining the sharing by Owners of costs incurred in the clearing, maintenance and repair of drainage facilities, such facilities shall be considered to be Common Structures.

Section 4. Roof Runoff. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise, to protect an Adjacent Owner's Lot or the Common Area from water running off of such Owner's roof onto an Adjacent Owner's Lot or onto the Common Area and no Owner shall have liability or otherwise be responsible to any other Owner or to the Association for any loss, expense or damage resulting from such roof runoff.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Affected Lots shall be known, described and used for residential purposes only and no structure shall be erected, altered, placed, or permitted to remain on any Affected Lots other than either two connected Units composing Duplex Units, or single detached homes, not to exceed two (2) stories in height. "Residential purposes" shall be construed, and Declarant specifically intends that such term include townhouses. No Affected Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Affected Lot, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Dwelling Size. Each Unit on any Affected Lot shall have a floor area of not less than 600 square feet for a single story structure and a floor area of not less than 1200 square feet for a two story structure.

Section 3. Air Conditioners & Fences.

(a) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on the front street side of the building.

(b) No fence or wall shall be erected, placed, or altered on any Affected Lot nearer to the street than the minimum building setback lines as shown on the Subdivision Plat and no fence or wall shall exceed six (6) feet in height above ground level.

Section 4. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties. Nothing shall be done upon any Affected Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 5. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Affected Lot at any time as a residence, either temporarily or permanently; provided, however,

(i) Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient in selling Affected Lots or portions thereof, selling or constructing Units and constructing other improvements upon the Properties. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

(ii) Anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on Affected Lots the use of a dog house, so long as said dog house is not of unreasonable size and is so placed on an Affected Lot so as not to be visible from the front street side of the buildings.

BOOK 783 PAGE 956

(b) No truck, camper, motor home, trailer or vehicle of any type (whether or not operable) or boat (whether powered, sail or otherwise) may be parked, kept or stored on any Affected Lot (except in a garage) or in any street for more than forty-eight (48) hours during any seventy-two (72) hour period.

Section 6. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Affected Lot or Unit except one sign of not more than ten (10) square feet in surface area advertising the particular Owner's Property on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as are customary in connection with the general sale of residential property.

Section 7. Storage and Disposal of Garbage and Refuse. Owners shall abide by all the rules, regulations and ordinances duly enacted by the City of Bartlesville including all such ordinances as they relate to storage and disposal of garbage, rubbish, trash or refuse which ordinances, as and when enacted, are incorporated herein by reference. No Affected Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the City. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Affected Lot shall be used for the open storage of any materials whatsoever which materials are visible from the street, except that new building materials used in the construction of improvements erected upon any Affected Lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the Affected Lot or stored in a suitable enclosure on the Affected Lot.

Section 8. Visual Obstructions at the Intersections of Public Streets. No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two feet (2') and six feet (6') above the roadways.

Section 9. Antennae. No exterior radio or television aerial wires or antennae shall be permitted.

Section 10. Animals. No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his Property, and no person owning any Lot or Lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the use of said property so that no person shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community.

Section 11. Burning and Burned Houses. No person shall be permitted to burn anything on any Affected Lot outside the main residential building. In the event that any Unit has burned and is thereafter abandoned for at least thirty (30) days, Declarant shall have the right (but no obligation whatsoever), after ten (10) days written notice to the record owner of the residence, to cause the burned and abandoned Unit to be removed and the remains cleared, the expense of such removal and clearing to be charged to and paid by the record owner. In the event of such removal and clearing by Declarant, Declarant shall not be liable in trespass or for damages, expenses, costs or otherwise to Owner for such removal and clearing.

ARTICLE IV

MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1. Unit Exterior and Lot Maintenance. Each Owner shall maintain the exterior of his Unit in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas and other exterior portions of his Unit to deteriorate in an unattractive manner. Each Owner shall at all times keep all weeds and grass on his property cut in a sanitary, healthful and attractive manner and no Owner shall permit weeds or grass to grow to a height greater than twelve inches (12") upon his property. Vegetables in excess of twelve inches (12") in height shall not be grown in the front yard except within four feet (4') of any Unit. The drying of clothes on front yards is prohibited and the owner of any affected lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Affected Lot is visible to full public view shall construct

and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and woodpiles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of any Owner in observing the above requirements or any one of them, and the continuance of such default after ten (10) days written notice thereof, Declarant or their assigns shall, without liability to such Owner in trespass or otherwise, have the right (but no obligation whatsoever) to enter upon said Affected Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Affected Lot in a neat, attractive, healthful and sanitary condition and may render a statement of charge to the Owner of such Affected Lot for the cost of such work. Each Owner agrees by the purchase or occupation of his property to pay such statement immediately upon receipt thereof.

Section 2. Common Structures.

(a) All reasonable costs of necessary restoration, repair and maintenance of Common Structures shall be shared by the Owners of Duplex Unit in proportion to the use each such Owner makes of the Common Structure repaired and the costs of restoration, repair and maintenance of elements of a Common Structure serving only the Owner of one Unit, including, but not limited to, the costs of restoration, repair and maintenance of all plumbing, wiring, insulation, ducts and interior finish which services one Owner's Unit, only, shall be borne in their entirety by such Owner. Nothing contained herein shall prevent or prohibit an Owner from seeking a larger contribution than would otherwise be due hereunder if a larger contribution would be due under any rule of law regarding liability for negligence or willful acts or omissions.

(b) Notwithstanding any other term of this Article to the contrary, any Owner who by his negligence or willful acts causes a Common Structure to be exposed to the elements shall bear the whole cost of furnishing the necessary restoration and protection from the elements.

(c) To the extent not inconsistent with these Covenants, Restrictions and Conditions, the general rules of law regarding party walls and liability for property damage due to an Owner's negligence or willful acts or omissions with respect to Common Structures shall apply thereto.

Section 3. Additions and Exterior Improvements. No Owner shall make any addition to, modification of or alteration of the exterior of his Unit, substantial change of the landscaping, of his Unit or any change in the color of any part of the exterior of his Unit unless such addition or change has been approved in writing by the Owner or Owners of the other Unit or Units within the Common Structure.

Section 4. Common Foundation. Declarant contemplates constructing Duplex Units, with said Duplex Units to be constructed on a single slab foundation. No owner shall alter the portion of such slab foundation under his Unit in such a way as to affect, damage or impair the portion of such slab under the adjoining Unit or Units. If the portion of such slab foundation under a Unit is damaged or destroyed by casualty or other involuntary means, the repair thereof shall be made with due regard for the structural integrity of the entire slab, including the portion under the adjoining Unit or Units.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Each Owner shall maintain insurance against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of all repairs and/or reconstruction work in the event of damage to or destruction of the Unit from any hazard.

Section 2. Repair or Reconstruction of Single Unit. In the event of damage to or destruction of a single Unit by fire or other casualty, the Owner thereof shall, with the concurrence of the mortgagee (if any), upon receipts of the insurance proceeds paid on account of such loss, contract to repair such damaged portion of the Unit or rebuild such Unit to as good condition as such portion of such Unit was in prior to the casualty in question, unless the Owner of the damaged or destroyed Unit and the Owner of the Duplex Unit with which it is paired shall mutually agree otherwise.

Section 3. Repair of Duplex Units. In the event of damage to two Units by common casualty, the Owner of each Unit shall, with the concurrence of the mortgagees (if any), upon receipt of the insurance proceeds paid on account of such loss, contract to repair the damaged portion of his Unit to as good condition as such portion was in prior to the casualty in question, unless the Owner or Owners of the Unit it is a part shall mutually agree otherwise. Repair of common structures shall be governed by Article IV hereof.

BOOK 783 PAGE 958

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition. Declarant shall have the right to designate the members of the Architectural Control Committee (the "Committee") so long as it owns any portion of the Properties. There shall be three (3) members of the Committee. After Declarant no longer owns any portion of the Properties, it shall no longer have any right to appoint members to the Committee. Thereafter, in the event of the resignation, continued absence, failure to function or death of any single member, the two members of the Committee remaining from time to time shall have full authority to designate the third member, or if there are fewer than two members remaining at any time (or if any two remaining members cannot agree on the appointment of the third member), the Committee vacancies shall be filled by popular vote of the Owners of the Affected Lots on persons nominated by any such Owner.

Section 2. Functions.

(a) No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Affected Lot, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Affected Lot be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of fifteen (15) days following such submission, such failure shall be deemed to be an approval by the Committee for all purposes.

(b) In the event a dispute arises between the Owners of Duplex Units in any matter for which the consent of one, or the mutual agreement of both, or the allocation of costs of repair or maintenance between Owners of Duplex Units is required, such Owners shall submit the dispute to the Committee for resolution prior to resorting to arbitration as provided in Article VII, Section 6 hereof or to a court of competent jurisdiction. The factual controversy shall be determined and the dispute resolved by the Committee within thirty (30) days after presentation of the matter to the Committee, or as soon thereafter as the Committee can reasonably act. The determination of the Committee in such circumstances shall be final and conclusive upon the parties.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. Unless earlier terminated in accordance with this instrument, the foregoing building and use restrictions which are hereby made conditions subsequent running with the land shall remain in force and effect for thirty (30) years from the date of this instrument, at which time the same shall be automatically extended for successive periods of ten (10) years, unless a majority vote of the then property owners of the Affected Lots shall agree in writing to change said conditions and covenants in whole or in part.

Section 2. Enforcement. In the event the parties hereto or their successors, heirs or assigns, shall violate or breach any of the above covenants, any person or persons owning any Affected Lot in the Planned Unit Development and/or the City of Bartlesville, Oklahoma, shall have the right to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to compel compliance with such covenant or to recover damages for such violation.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4. Existing Liens. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any Affected Lot.

Section 5. Amendment by Declarant. Declarant reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is Owner of any Affected Lot, or portion thereof, in the Properties, to amend, revise, or abolish any one or more of the foregoing restrictions by instrument duly executed and acknowledged by it as the developer and filed in the County Clerk's Office of the Court House of Washington County, Oklahoma.

BOOK 783 PAGE 953

Section 6. Disputes. In the event a dispute arises between the Owners of Duplex Units in any matter for which the consent of one, or the mutual agreement of both for the allocation of costs or repair or maintenance between Owners of Duplex Units is required, and such Owners agree that the provisions of Article VI, Section 2(b) shall not apply, such Owners shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association, and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

ARTICLE VIII

ELECTRICAL AND TELEPHONE SERVICE.

Section 1. Conditions.

(a) Overhead pole lines for the supply of electric service may be located along the South and East sides 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 the 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 underbround electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

ARTICLE IX

LIMITS OF ACCESS

Section 1. Conditions.

(a) The undersigned Owners hereby relinquish any and all rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA). This provision can be released, changed or altered by the Metropolitan Area Planning Commission, Bartlesville, Washington County, Oklahoma, or its successors, with the concurring approval of the City Engineer of the City of Bartlesville, Oklahoma.

BOOK 783 PAGE 960

