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OWNER'S CERTIFICATE AND RESTRICTIONS OF
PHILMOOR ESTATES
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Circle Mountain Estates, Inc., an Oklahoma Corporation, does hereby certify that it is the Owner of the following described real estate located in Washington County, Oklahoma, to wit:

A Tract of Land located South of the Moose Lodge Road and West of U.S. Highway 75, legally described as:

The E/2 of the NW/4 of the NE/4 of Section 8, Township 25 North, Range 13 East, Washington County, Oklahoma, and the NE/4 of the SW/4 of the NE/4 of Section 8, Township 25 North, Range 13 East, Washington County Oklahoma.

which real estate has been surveyed and platted in lots and blocks under the name of "Philmoor Estates" as reflected by that certain Deed of Dedication and Plat recorded in the office of the County Clerk of Washington County, Oklahoma in Plat Envelope No. 629.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owners do hereby impose the following restrictions and reservations on all of the said Philmoor Estates (the "Addition"), to which it shall be incumbent upon its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in the Addition, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All lots in the Addition shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a professional office, shop, school, or studio or for the conduct of any business or trade.
2. No structure shall be erected, placed or permitted to remain on any lot other than one (1) single family residence and building appurtenant thereto, such as a garage, servant's quarters, children's playhouse, swimming pool and bath house, and garden shelter. A Storage building will be allowed behind house not to exceed 400 square feet in size and 12 feet in height. The roof and siding can be metal painted white. Said storage building can have the same materials as the residence. No house, garage or any other building shall be moved into the addition.

Provided as a courtesy by Southern Abstract Company

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BK 1060 PG 2503

3. No residence shall be constructed containing less than 3,000 square feet of usage space, exclusive of breeze-ways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in main of brick, brick veneer, stone, stone veneer or wood siding (Concrete block not acceptable).
4. In order to assure that structures constructed within the Addition shall conform and harmonize in design with respect to topography and finished ground elevation, prior to the expiration of ten (10) years from the date hereof, no building shall be erected, placed or materially altered until the building plans, specifications, and plot plan showing the location of the buildings shall have been approved in writing by Circle Mountain Estates, Inc., which approval shall be indicated by a certificate signed and acknowledged by an Officer of said Company.
5. No building shall be erected on any lot nearer than the Plat requirements to front lot line, side street line, interior lot lines or rear lot line than the minimum building set back as set forth in the zoning regulations for the Bartlesville Metropolitan Area Planning Commission, adopted by the Board of Commissioners of the City of Bartlesville, August 1, 1966 and amendments thereto.
6. Any lot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such a lot shall have a presentable frontage on each side abutting street. All garages to be 3 car with a side entry in the Addition. Owner will allow a single garage entry facing the street providing the garage door is covered with wood material.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision which is designated or utilized to house poultry, cows, horses, rabbits, or other livestock, nor shall any such poultry, cows, horses, pigs, rabbits or other livestock be kept or maintained upon the premises.
8. No basement, tent, shack, trailer, garage, barn or other structure of a temporary character shall be erected for use, utilized or occupied as a residence.
9. No billboards or advertising signs or structures shall be erected or maintained upon any lot in the addition, except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" X 36" in size.
10. Roof materials shall be wood, slate, tile or heavy composition. Composition roof materials shall be asphalt or fiberglass material with a weight of #300 or more per square, and shall be simulated shake in appearance. (standard composition shingles not acceptable).

11. No fence, whether ornamental or otherwise, shall be erected on any lot nearer to the front property line than the front building setback line and with regard to any and all corner lots, no fence shall be erected nearer to the side property line than the side building set back line. Standard chain link fences are strictly prohibited; however, fencing composed of chain link material that is painted and framed in wood is acceptable. Such chain link fencing must not exceed four feet in height. Other fencing composed of masonry or wood must not exceed six feet in height.
12. Owner reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other utility pipelines, conduits, poles, wires and other similar instrumentalities capable of performing public or quasi-public utility functions, both above or beneath the surface of the ground, with the right of access at any time to the same for purpose of installation, repair, maintenance and removal.
13. Areas designated on the plat of the Addition as "Restrictive Drainage Easement" (RD/E) are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Addition and from properties outside the Addition. Drainage facilities constructed in said Restrictive Drainage Easement shall be in accordance with standards prescribed by the City of Bartlesville and plans and specifications approved by the City Engineer of the City of Bartlesville. The Restrictive Drainage Easement shall be maintained by the lot owner upon which said easements are located at his cost in accordance with standards prescribed by the City of Bartlesville. In the event a lot owner shall fail to adequately and properly maintain said easement, the City of Bartlesville, may enter upon said easement and perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owner. In the event said lot owner fails to pay the cost of maintenance within thirty (30) days after completion of same, said cost shall be a lien against the defaulting owner's lot(s) which may be foreclosed by the City of Bartlesville.

No fence, wall, plating, building or other obstruction shall be placed or maintained in said Restrictive Drainage Easement without approval of the City Engineer of the City of Bartlesville, and there shall be no alterations of the grades or contours in said easements without the approval of said City Engineer.

Said easements or any part thereof may be terminated, released and canceled upon resolution duly adopted by the Bartlesville Board of Commissioners.

14. Owner desires that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practicable by facilities located underground rather than overhead, and for the purpose of facilitating such installation, Owner agrees to include the following provisions in the Deed of Dedication creating said plat and subdivision, to wit:

BK 1060 PG 2506

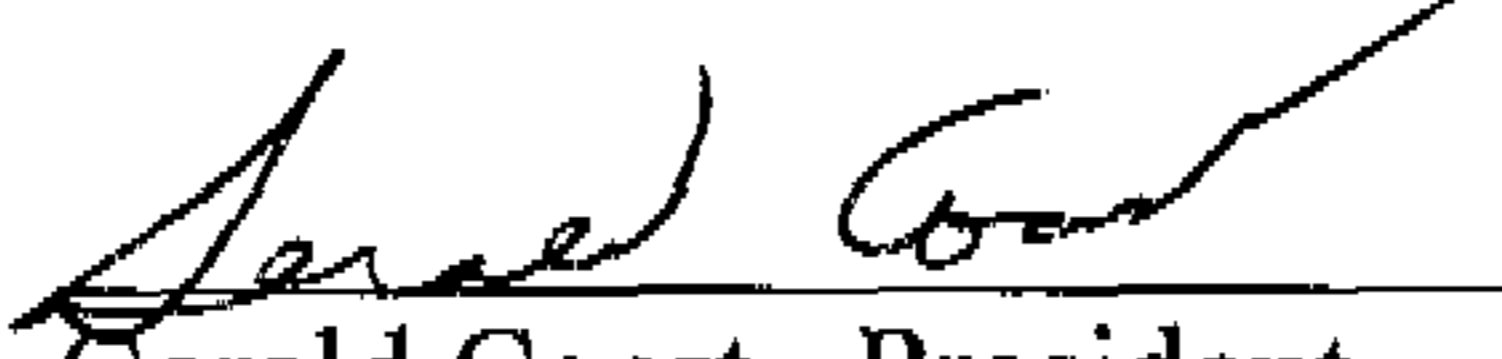
- (a) Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-way reserved for general utility services and street, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
 - (b) 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, effect 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 of transformer to the service entrance on said house.
 - (c) The supplier of electric service, through its proper agents and employees shall at all time have 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 any 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 underground electric facilities shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.
15. The initial purchaser of each lot contained in the Addition shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the city of Bartlesville, Oklahoma.
16. These covenants and restrictions shall run with the land, and shall be binding upon all persons owning lots in the Addition for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. The restrictions contained herein (with the exception of paragraphs 12, 13, and 14)

may be modified, amended and/or waived by an instrument which is signed by a majority of the then owners of the lots agreeing to such modification, amendment and/or waiver.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

CIRCLE MOUNTAIN ESTATES, INC.
An Oklahoma Corporation




Gerald Coast, President
P.O. Box 4040
Bartlesville OK 74006

State of Oklahoma)
)ss.
Washington County)

On this 20th day of August, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald Coast, President, of Circle Mountain Estates, Inc. An Oklahoma Corporation, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

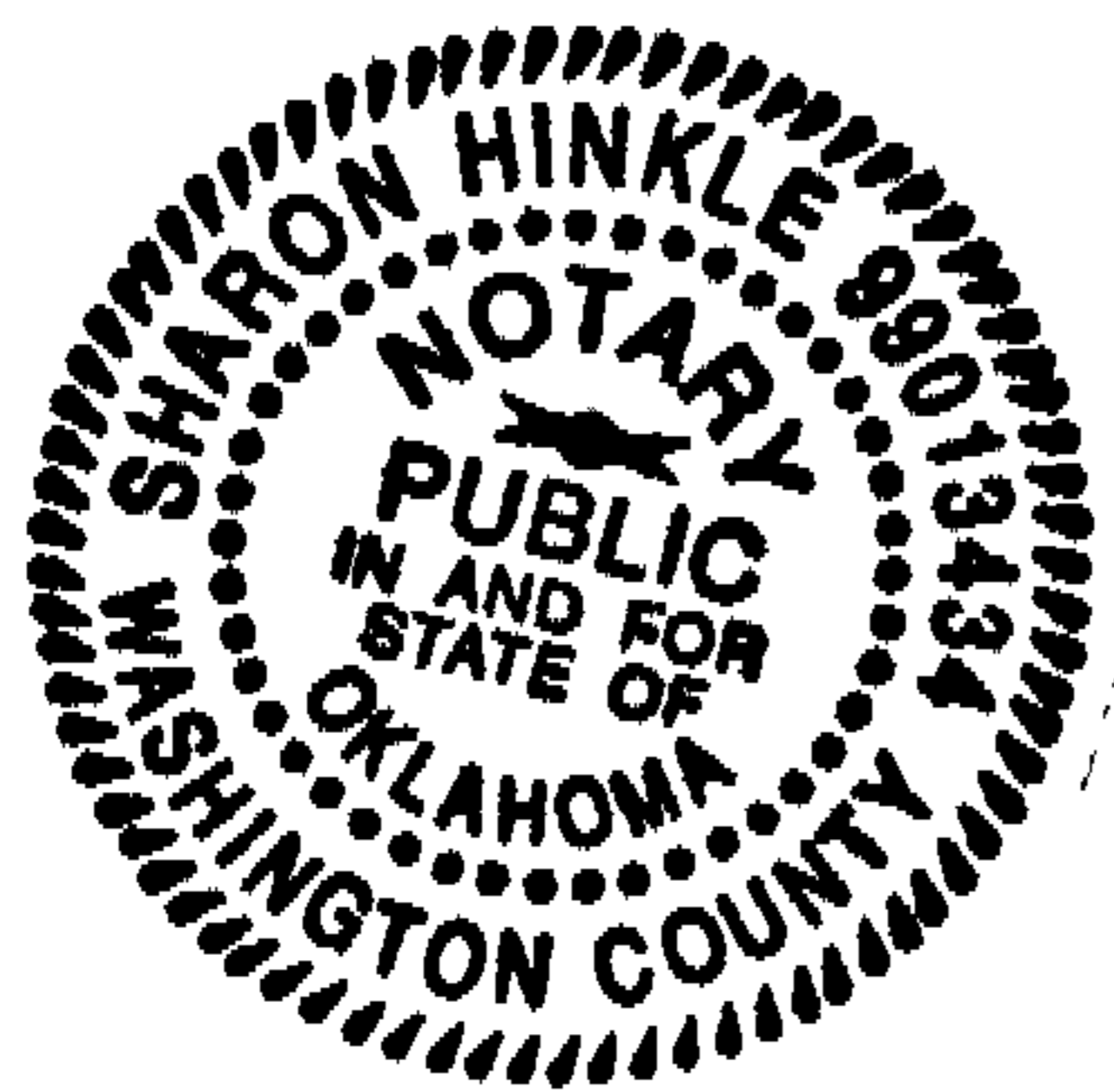
Given under my hand and seal the day and year last above written.



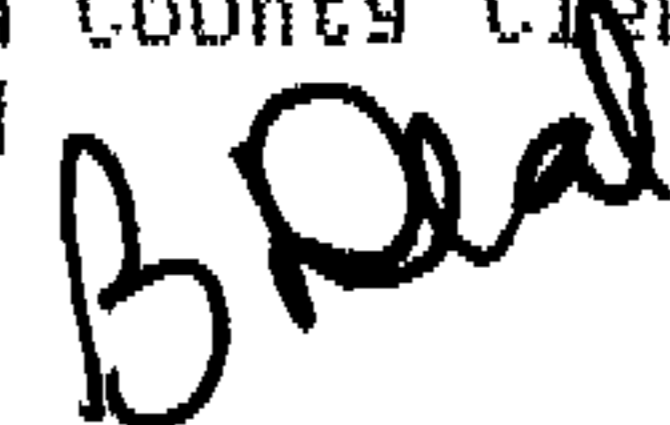
Notary Public

My Commission expires:

August 13, 2011



Doc # 2007009674
Bk 1060
Pg 2503-2507
DATE 09/20/07 14:41:25
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



BK 1060 PG 2507

AMENDMENT TO
OWNERS' CERTIFICATE OF RESTRICTIONS OF
PHILMOOR ESTATES

WHEREAS, Circle Mountain Estates, Inc., an Oklahoma Corporation (the "Developer") filed the *Owner's Certificate And Restrictions of Philmoor Estates*, an Addition in Washington County, Oklahoma, recorded in Book 1060 at Page 2503, in the office of the County Clerk of Washington County, Oklahoma on September 20, 2007. The initial certificate and restrictions and any amendments are sometimes collectively called the "DOD"; and

WHEREAS, the residential addition created by the plat of the DOD was Philmoor Estates, Washington County, Oklahoma ("Philmoor Estates"); and

WHEREAS, there are numerous residential lots in Philmoor Estates (collectively the "Lots"); and

WHEREAS, the undersigned are the record owners of legal title to more than sixty percent (60%) of the Lots (collectively the "Owners"); and

WHEREAS, the Lots are vested in the Owners are set forth below their respective signature lines; and

WHEREAS, the Owners wish to amend the DOD to add a new covenant creating a neighborhood association for Philmoor Estates that requires the mandatory participation of the successors-in interest of all record owners of the Lots at the time the amendment is recorded, upon the terms and conditions set forth below (the "Amendment").

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants set forth herein, Owners hereby amend the DOD to *add* the following new paragraphs:

- I. **Formation of the Association:** The Owners shall caused to be formed a homeowners' association named *Philmoor Estates Homeowner's Association, Inc.* or name similar thereto (the "Association"). Except as otherwise limited herein, the Association shall be formed for any of the purposes authorized by 60 O.S. §851, including, without limitation: (1) maintaining any common areas or facilities which may be of benefit to the owners of Lots; and (2) otherwise enhancing the value, desirability and attractiveness of Philmoor Estates .
- A. **Membership:** Every person or entity who is a record owner of a fee interest of a Lot in *Philmoor Estates* shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a Lot in *Philmoor Estates* shall constitute acceptance of membership to the Association.
- B. **Covenant for Assessments:** Each subsequent owner of a Lot in *Philmoor Estates* by acceptance of a deed thereto, is deemed to covenant and agree to pay to the Association an annual assessment which shall be no less than the minimum amount required to discharge its duties. Said assessments will be established by the Board of Directors in accordance herewith, this Certificate and Restrictions and the Bylaws of the Association. This amount may be paid in such installment(s), if any, determined by the Board of Directors of the Association. Any unpaid assessment shall be a lien against the lot which it is made. The lien shall be subordinate to the lien of any first mortgage covering any lot.
1. Notwithstanding anything to the contrary herein, participation in the Association shall *not* be mandatory for persons who are record Owners of Lots at the time this Amendment is filed for record, but participation shall be mandatory for all successors-in interest of the current Owners.
 2. Notwithstanding anything to the contrary herein, the amount of dues assessed by the Association shall not be raised without the concurring vote of at least sixty percent (60%) of the record owners of Lots.

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- D. Enforcement Rights of the Association: Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner of the various covenants set forth within the Plat and DOD, as amended hereby, and shall have the authority, but not the obligation, to enforce all the covenants to the same extent as a Lot owner in Philmoor Estates.
- E. Execution: This Amendment may be executed in a number of identical separate counterparts, each of which shall for all purposes be deemed an original, but all of which constitute, collectively, one agreement.

This Amendment may be executed in a number of identical separate counterparts, each of which shall for all purposes be deemed an original, but all of which shall constitute, collectively, one amendment.

Dated this day of 31st of March, 2008.

Circle Mountain Estates, Inc.,
an Oklahoma Corporation

Charles L. Rohrs

and

Gerald Coast
Gerald Coast, its President

Alice M. Rohrs

Lots 1-7, 9,10, 17-29 Philmoor Estates

Owners of Lot 8, Philmoor Estates

Trustee
John E. Hoyt Revocable Trust
Owners of Lot 11, Philmoor Estates

Scott Bilger

and

Pam Bilger
Pam Bilger

Owners of Lot 12, Philmoor Estates

Vernon Edward Adams
and

Roger J. Cotner
and

Reita L. Adams
Owners of Lot 13, Philmoor Estates

Penny D. Cotner
Owners of Lot 14, Philmoor Estates

James W. Ward, Co-Trustee of
The James W. Ward Revocable Trust
dated May 17, 2007

Charles Royer

and

and

Joanne Ward Co-Trustee of
The James W. Ward Revocable Trust
dated May 17, 2007
Owners of Lot 15, Philmoor Estates

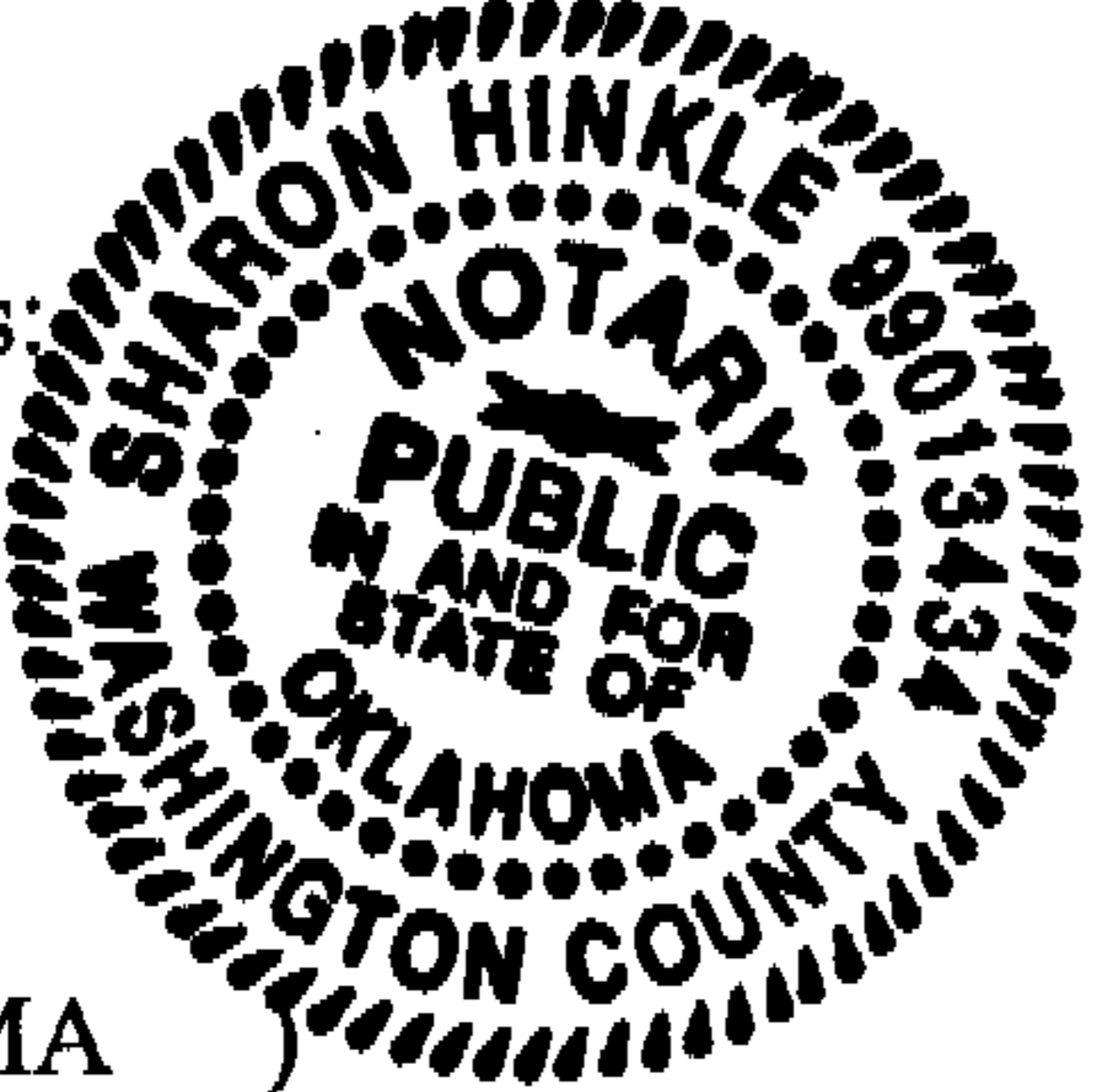
Vicki Royer
Owners of Lot 16, Philmoor Estates

BK 1066PG3847

STATE OF OKLAHOMA)
) ss.
COUNTY OF Washington

This instrument was acknowledged before me on this 31st day of March 2008, by Gerald Coast, as President of Circle Mountain Estates, Inc.

My commission expires:
Aug 13, 2011



Sharon Hinkle
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____ 2008, by Charles L. Rohrs and Alice M. Rohrs husband and wife.

My commission expires:

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____ 2008, by _____ Trustees of John E Hoyt Revocable Trust.

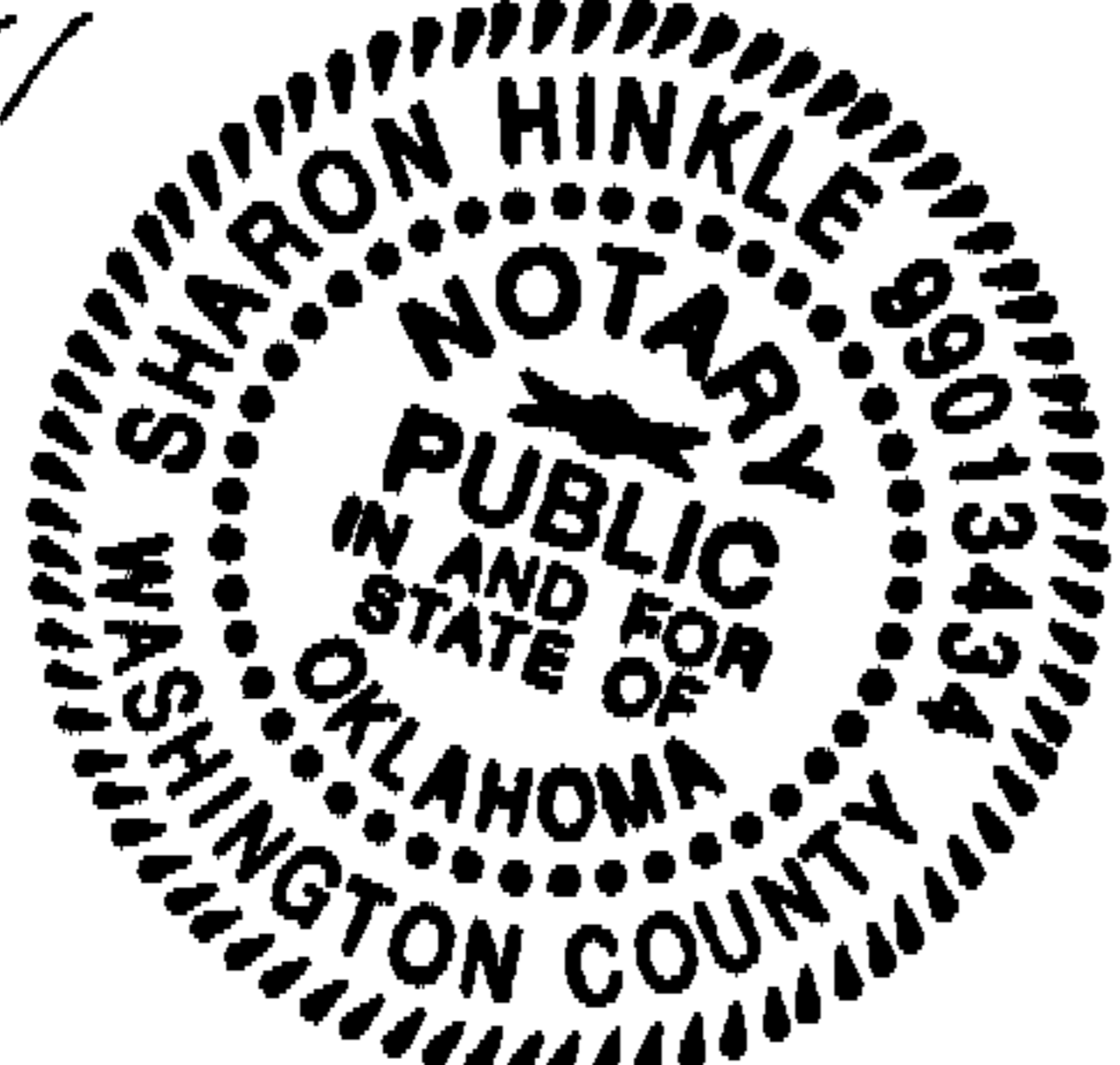
My commission expires:

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF Washington

This instrument was acknowledged before me on this 31st day of March 2008, by ~~Scott Bilger and Pam Bilger husband and wife.~~

My commission expires:
August 13, 2011



Sharon Hinkle
Notary Public

BK 1066PG3848

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____ 2008, by
Vernon Edward Adams and Reita L. Adams husband and wife.

My commission expires: _____
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____ 2008, by
Roger J. Cotner and Penny D. Cotner husband and wife.

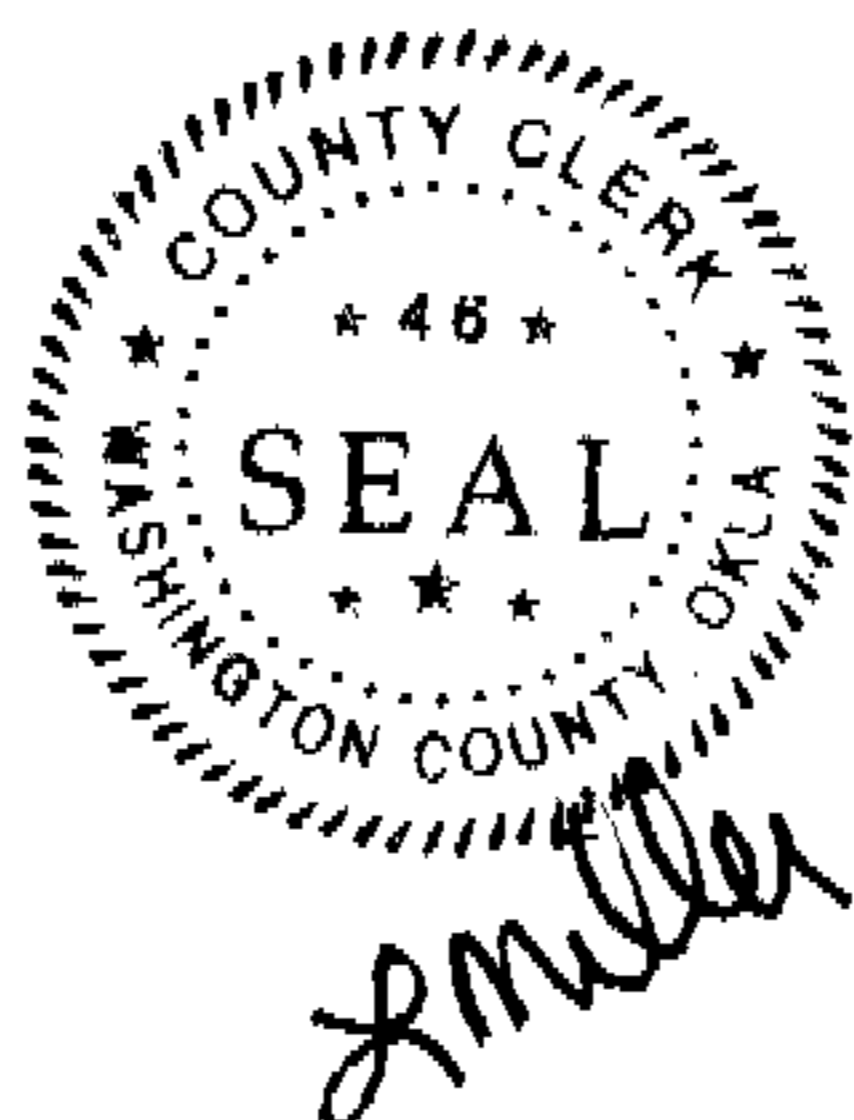
My commission expires: _____
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____ 2008, by
James Ward and Joanne ward Co Trustees of The James W. Ward Revocable Trust dated May
17, 2007.

My commission expires: _____
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)



Doc # 2008003696
Bk 1066
Pg 3846-3849
DATE 04/25/08 15:48:13
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

This instrument was acknowledged before me on this _____ day of _____ 2008, by
Charles M. Royer and Vicki L. Royer husband and wife.

My commission expires: _____
Notary Public

BK 1066 PG 3849