

OWNERS CERTIFICATE AND RESTRICTIONS OF
ROLLING MEADOWS, FIRST ADDITION, A SUB-
DIVISION, WASHINGTON COUNTY, STATE OF
OKLAHOMA, BEING A SUBDIVISION OF PART OF
SECTION 16, TOWNSHIP 26 NORTH, RANGE 13
EAST OF THE INDIAN MERIDIAN, IN WASHING-
TON COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Alton B. Cook and Lou W. Cook, his wife, and E. L. Hopper and Ramona B. Hopper, his wife, do hereby certify that they are the owners of, and the only person or persons, firm or firms, corporation or corporations, who have any right, title or interest in the land included and embraced in ROLLING MEADOWS, FIRST ADDITION, now platted into lots, blocks, streets and easements as shown on the plat of ROLLING MEADOWS, FIRST ADDITION, to be found filed in plat envelope No. 285, of the records of Washington County, State of Oklahoma.

For the purpose of providing an orderly development of all of the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of these owners, and their successors in title to the aforesaid lands, the said Alton B. Cook and Lou W. Cook, his wife, and E. L. Hopper and Ramona B. Hopper, his wife, do hereby (and in substitution for certain restrictive covenants and limitations upon user heretofore made under date of May 8, 1958) impose the following restrictions and reservations upon all of the lands in ROLLING MEADOWS, FIRST ADDITION, to which it shall be incumbent upon their successors in title to adhere, and any person or persons, firm or firms, corporation or corporations hereafter becoming the owner or owners either directly or through any subsequent transfer or conveyance, or in any manner whatsoever, of any of the lands included within the said ROLLING MEADOWS, FIRST, shall take, hold, and convey same subject to the following restrictions and reservations, to-wit:

1. All lots in the tract shall be known, described and used solely as residential lots, and no residence or other structure shall be used either in whole or in part as a professional office, or shop, school, studio or for the conduct of any business or trade.

2. A building cite or plot may be any one lot, or part or portion thereof, or more than one lot, but in no event shall the front footage thereof be less than 80 feet.

3. No structure shall be erected, placed or permitted to remain on any building plot other than one single family residence building, and buildings appurtenant thereto, such as garage, servant's quarters, children's playhouse or garden shelter.

4. Prior to January 1, 1965, no building shall be erected, placed or altered on any lot in the tract unless and until the builder or builders thereof, together with the building plans, specifications and plot plan applicable, showing the location of such buildings, have been approved in writing by the undersigned, or their heirs as to conformity and harmony of external design and materials with other structures in Rolling Meadows First Addition, and as to location of the said building with respect to topography and finished ground elevation.

5. No trailer, basement, tent, garage or other outbuilding or structure of any kind shall at any time be used as a residence.

6. All cows, horses, goats, sheep, ponies, mules, hogs, pigs, chickens or other fowl, are hereby prohibited and restricted and excluded from the use of any part or portion of Rolling Meadows First Addition.

7. The outside foundation line of any part of any building, including porches, garages, car-ports, bay windows, chimneys, and the like, shall be located not less than 25 feet and not more than 30 feet distance from the front street line, and at least 20 feet from any sidestreet line, and at least 10 feet from any side-line of the applicable lot.

8. No building shall be moved from another location onto Rolling Meadows First Addition.

9. Any dwelling erected in Rolling Meadows First Addition shall have a minimum of 1,200 square feet of usable floor area exclusive of breezeways, porches, attached garages, walks, driveways, patios or balconies.

10. No fence or hedge or other obstruction shall be erected that will in any way impair the view of traffic on any street.

11. No billboard or advertising sign of any size shall be erected or maintained except for the sole purpose of advertising the sale of the lot or property upon which the sign may be placed, and such sign shall not exceed 6 square feet in face area.

12. Perpetual easements for public utility installation and maintenance are hereby reserved, where shown on the recorded plat of Rolling Meadows First Addition.

13. If the owner or tenant of any lot or lots in the said tract, or any person claiming under such owner or tenant, shall violate any of the restrictive covenants contained herein, and thereafter refuse or fail to correct the same in compliance with these restrictions, the owner of any lot or building cite in the addition may institute legal proceedings to enjoin or otherwise abate or correct such violations; and the owner of the lot permitting or participating in the violation shall pay all attorney's fees, court costs and other expenses incurred by the person instituting such legal proceedings, in the form of damages, the amount of same to be fixed by the court having proper jurisdiction thereof. The amount of such fees, costs and other expenses shall immediately thereupon become a lien upon the land whereon the violation or non-compliance occurred, beginning with the date such legal proceedings were originally instituted, and such lien shall be subject to foreclosure in such action, so brought to enforce such restriction or restrictions.

14. These restrictive covenants are to run with the land and shall be binding on all parties and all persons unless by vote of a majority of the then owners of the lots or building cites it be agreed to modify said covenants in whole or in part.

15. The provisions hereof are separable; 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, unless modified as hereinabove set out.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 20 day of May, 1959.

Alton B. Cook
Alton B. Cook

Lou W. Cook
Lou W. Cook

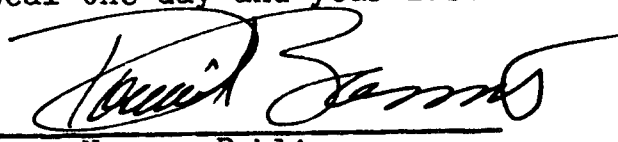
E. L. Hopper
E. L. Hopper

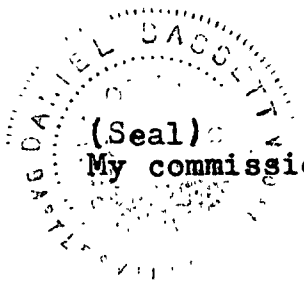
Ramona B. Hopper
Ramona B. Hopper

STATE OF OKLAHOMA)
) ss
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, on this 20 day of May, 1959, personally appeared Alton B. Cook and Lou W. Cook, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.


Notary Public

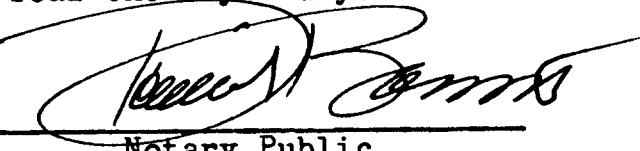


(Seal)
My commission expires 4-21-60

STATE OF OKLAHOMA)
) ss
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, on this 20 day of May, 1959, personally appeared E. L. Hopper and Ramona B. Hopper, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

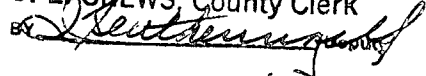
WITNESS my hand and official seal the day and year last above written.

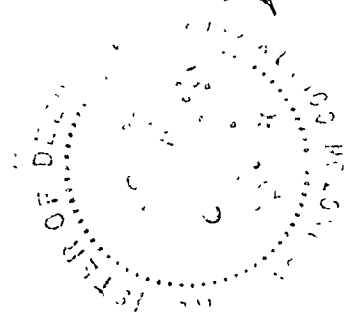

Notary Public



(Seal)
My commission expires 4-21-60

STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record

JUL 10 1959
at 4 50 o'clock P M
O. E. CREWS, County Clerk
BY 



Book 382 Page 178 A

E. L. Hopper Real Estate & Construction Co.

E. L. "Gene" HOPPER — BUILDER

MRS. RAMONA B. HOPPER — BROKER

BARTLESVILLE, OKLAHOMA

P. O. Box 1577
3618-A TUXEDO BLVD.

PHONE 2710

August 7, 1959

Board of County Commissioners 3-2710
County Courthouse
Bartlesville, Oklahoma

Re: Streets and drainage in suburban subdivisions.

Gentlemen:

This letter is written to advise you of the plans and intentions of the undersigned concerning the subject of street construction and drainage facilities in the residential subdivision denominated Rolling Meadows First Addition recently platted and recorded in Section 16-26-13, in Washington County, Oklahoma.

You are advised that it is our intention, as developers of the aforementioned subdivision, to construct therein heavy-duty concrete streets, with appropriate curb. The street contractor will, at the time of letting the contract, be required to furnish a maintenance bond to assure proper and satisfactory maintenance for a period of not less than five years after the completion of said streets. Moreover, it is contemplated that the aforesaid subdivision will be submitted to the City of Bartlesville for annexation, as soon as this may be feasible. In view of its proximity to present city boundaries, and in further view of our intention to develop other areas in the immediate vicinity, it is anticipated that the annexation will be approved and made by the City in due course, without much delay. 6"

In conjunction with the above you are further advised that the subdivision is presently being surveyed for the specific purpose of providing adequate drainage, as nearly perfect as possible, and that such drainage facilities as may be needed will be provided.

Yours very truly,

E. L. HOPPER CONSTRUCTION COMPANY

By E. L. Hopper

*Under City Standards
and Specifications - 6"*

E. L. Hopper
PRESENTED TO
THE BOARD OF COUNTY COMMISSIONERS

9-30-59 approved
DATE OF ACTION 10-12-59

Ira N. Clingen
CHAIRMAN

STATE OF OKLAHOMA
Washington County
This instrument was recorded for recording

2450

BOOK 395 PAGE 435

JUN 3 1960
ECCS

OWNERS AMENDED CERTIFICATE AND RESTRICTIONS
OF ROLLING MEADOWS, FIRST ADDITION, A SUB-
DIVISION, WASHINGTON COUNTY, STATE OF OKLAHOMA,
BEING A SUBDIVISION OF PART OF SECTION
TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN
MERIDIAN IN WASHINGTON COUNTY, STATE OF OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That we, E. L. Hopper and Ramona B. Hopper, husband and wife, and C. R. Eberline and Helen Nelson Eberline, husband and wife, and R. H. Gould and Marie B. Gould, husband and wife, being all of the owners of the fee simple title, legal and equitable, to the lands included and embraced in ROLLING MEADOWS, FIRST ADDITION, now platted into lots, blocks, streets and easements, as shown on the plat of ROLLING MEADOWS, FIRST ADDITION, to be found filed in Plat Envelope No. 285, of the records of Washington County, State of Oklahoma, do, by these presents, and by their unanimous mutual consent, amend and modify the restrictions and limitations upon user, ROLLING MEADOWS, FIRST ADDITION, a subdivision, Washington County, State of Oklahoma, heretofore filed and recorded in the office of the County Clerk of Washington County, State of Oklahoma, in Book 382, Page 176, in the following particulars, to-wit:

That paragraph number seven of said Restrictions and Limitations Upon User be modified and amended to read:

"The outside foundation line of any part of any building, including porches, garages, car-ports, bay windows, chimneys, and the like, shall be located not less than 25 feet and not more than 30 feet distance from the front street line, and at least 20 feet from any sidestreet line, and at least 5 feet from any sideline of the applicable lot."

All of the other conditions, covenants and restrictions of the original Restrictions and Limitations Upon User, the undersigned do repeat and reiterate, and the same are adopted, and made a part hereof by reference, as though set out herein in full.

DATED this 23 day of May, 1960.

E. L. Hopper
E. L. Hopper

Ramona B. Hopper
Ramona B. Hopper

C. R. Eberline
C. R. Eberline

Helen Nelson Eberline
Helen Nelson Eberline

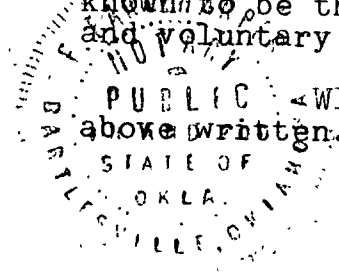
R. H. Gould
R. H. Gould

Marie B. Gould
Marie B. Gould

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss

Before me, the undersigned, a Notary Public, in and for said county and state, on this 23 day of May, 1960, personally appeared E. L. Hopper and Ramona B. Hopper, husband and wife, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.



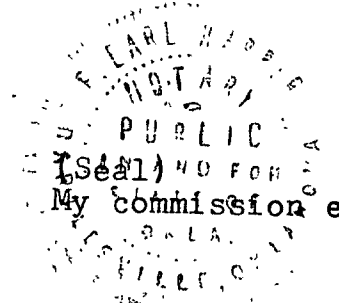
Earl Hopper
Notary Public

(Seal)
My commission expires: Jan 27, 1964

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss

Before me, the undersigned, a Notary Public, in and for said county and state, on this 23 day of May, 1960, personally appeared C. R. Eberline and Helen Nelson Eberline, husband and wife, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.



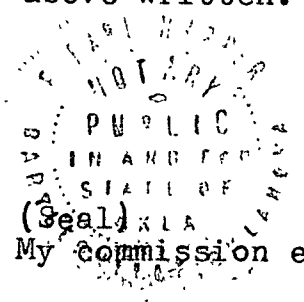
Earl Hopper
Notary Public

(Seal)
My commission expires: Jan 27, 1964.

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss

Before me, the undersigned, a Notary Public, in and for said county and state, on this 23 day of May, 1960, personally appeared R. H. Gould and Marie B. Gould, husband and wife, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.



Earl Hopper
Notary Public

(Seal)
My commission expires: Jan 27, 1964.