

OWNER'S CERTIFICATE OF RESTRICTIONS OF
MADISON HEIGHTS NINTH ADDITION
WASHINGTON COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That Tri-State Development, Inc., an Oklahoma corporation, does hereby certify that it is the owner of and the only corporation or corporations, person or persons, having any right, title or interest in and to the land included in Madison Heights Ninth Addition now platted into lots, blocks, streets and easements as shown on the Plat of said addition recorded in Plat Envelope 374 of the records of the County Clerk of Washington County, Oklahoma.

For the purpose of providing an ordinary development of all the lots and blocks included in said addition, and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successors in title to the aforementioned lots, Tri-State Development, Inc., does hereby impose the following restrictions and reservations on all of said Madison Heights Ninth Addition to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever of any lot or lots included in said addition shall take, hold and convey said lot or lots subject to the following restrictions and reservations, to-wit:

(1). A building site shall be restricted to one family residences, except for those provisions hereinafter contained relating to the occupancy of said lands for family servants. Said building site or plot may be one lot, more than one lot or less than one lot but each building site or plot shall have an area of not less than 7,000 square feet and shall not be less than 70 feet in width at the front building line.

(2). All lots in said addition shall be used exclusively for residential purposes, and 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.

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

(4). All residences erected in said addition shall have a minimum of 1,400 square feet of living area under one roof, exclusive of garage and outbuildings, and shall be constructed of masonry or standard frame construction with wood siding or of materials equal in quality and appearance.

(5). No building shall be moved from another location on to any lot in the addition.

(6). No garage or other outbuilding erected on any tract in said addition shall be used for residential purposes other than for such use by the servants employed on said premises by the occupants thereof.

(7). No activity shall be carried on any of the lots which shall constitute a nuisance and no fowls or other animals except household pets shall be kept on any lot in this addition.

(8). No residence or any building appurtenant thereto shall be erected on any lot or plat in said addition nearer the street than the building line shown on the recorded plat of this addition. No building shall be constructed nearer to the side line of any building plot than is permitted by the Zoning Ordinances adopted by the City of Bartlesville, Oklahoma.

(9). Any residence erected on any lot that abuts more than one street shall have a presentable frontage on each abutting street.

(10). No fence whether ornamental or otherwise shall be erected nearer to the front property line than the front building line.

(11). No bill board or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the building plot upon which the sign may be placed, and such signs shall not exceed 6 square feet in area.

(12). If the owner or tenant of any lot or lots in Madison Heights Ninth Addition should violate any of the restrictive covenants contained herein, and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site in the Addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings, said attorney fees to be fixed by the court. The amount of said attorney fees, court costs and other expenses allowed and assessed by the court

shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions.

(13). Easements for public utility installations and maintenance are hereby reserved where shown in the recorded Plat of this addition. Companies furnishing utilities shall have the right of ingress and egress along said easements for such installations and maintenance.

Tri-State Development, Inc. desires that the supply of electricity throughout this addition be provided, to the fullest extent practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation agrees and declares that electricity shall be provided by overhead pole lines that are pre-existing to Lots 1, 2, 3, 4 and 5 in Block 37 and Lots 1, 2, 3 and 4 in Block 38.

Street poles or standards may be served by underground cable and elsewhere throughout said addition or supply lines shall be located underground in the easements reserved for utility installations and in streets shown on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

Except to houses on lots described 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 of said lots; 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 5' strip extending 2 1/2' on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.

The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easements shown on said Plat or provided in these restrictions for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

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 or grade or any construction activity which

may interfere with said electric facilities. The company supplying electric service 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.

The foregoing covenants concerning underground electric facilities shall be enforceable by the company supplying electric service and the owner of each lot agrees to be bound hereby.

(14). These restrictive covenants run with the land and shall be binding on all parties and all persons until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the said lots or building sites it is agreed to change said covenants in whole or any part.

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

Dated and executed this 24th day of JUNE, 1974.

Attest:

C. Howell
Secretary

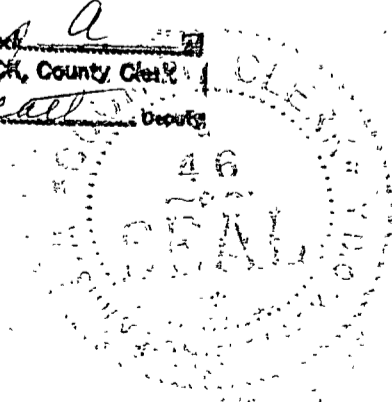
TRI-STATE DEVELOPMENT, INC.

By *[Signature]*
President

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

JUN 27 1974

11:45 a.m.
W. E. KENDRICK, County Clerk
By *[Signature]* Deputy



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