

OWNERS CERTIFICATE AND RESTRICTIONS OF WAYSIDE HEIGHTS THIRD ADDITION, TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

A part of the N $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

Beginning at the NW corner of said N $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$ ; thence S 0° 06' 00" E 510.00 feet; thence N 90° 00' 00" E 300.00 feet; thence S 0° 06' 00" E 150.00 feet; thence N 90° 00' 00" E 129.84 feet; thence N 0° 00' 00" E 90.24 feet; thence N 23° 28' 00" E 189.01 feet; thence N 76° 23' 47" E 162.31 feet; thence N 49° 32' 55" E 205.13 feet; thence N 63° 39' 04" E 256.82 feet; thence N 0° 06' 00" W 111.14 feet; thence N 90° 00' 00" W 1050.05 feet to the point of beginning. Containing 9.62 acres more or less.

KNOW ALL MEN BY THESE PRESENT: That Rolling Meadows Development Company does hereby certify that it is the owner of the land included and embraced in Wayside Heights Third Addition, now platted into lots, blocks, streets and easements as shown on the Plat of Wayside Heights Third Addition, to be found filed in Plat Envelope No. of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all 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 Rolling Meadows Development Company does hereby impose the following restrictions and reservations upon users of all of the lands in Wayside Heights Third 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 Wayside Heights Third Addition, shall take, hold and convey the 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. 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.
3. Prior to September 1, 1998, 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 or successors as to conformity and harmony of external design and materials with other structures in Wayside Heights Third Addition, and as to location of the said building with respect to topography and finished ground elevation.
4. No trailer, mobile home, basement, tent, garage or other outbuilding or structure of any kind shall at any time be used as a residence.

5. 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 Wayside Heights Third Addition.

6. No building shall be moved from another location onto Wayside Heights Third Addition.

7. Any dwelling erected in Wayside Heights Third Addition shall have a minimum of 1200 square feet of usable floor area, exclusive of breezways, porches, attached garages, walks, driveways, patios or balconies.

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

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

10. Perpetual easements for public utility installation and maintenance are hereby reserved, where shown on the recorded plat of Wayside Height Third Addition.

11. If the owner or tenant of any lot or lots in the said tract, or any persons 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 site 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 ot foreclosure in such action, so brought to enforce such restriction or restrictions.

12. 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 sites it be agreed to modify said covenants in whole or in part.

13. The provisions hereof are separable; invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect, unless modified as hereinabove set out.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the

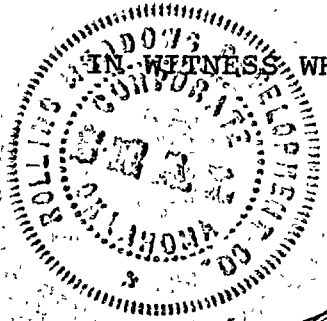
ROLLING MEADOWS DEVELOPMENT COMPANY

Attest:

Secretary

By:

President



*Ramona D. Winters*

*E. J. Hopper*

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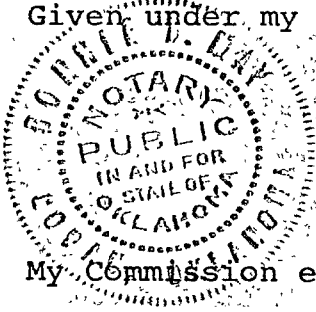
STATE OF OKLAHOMA :

SS.

WASHINGTON COUNTY :

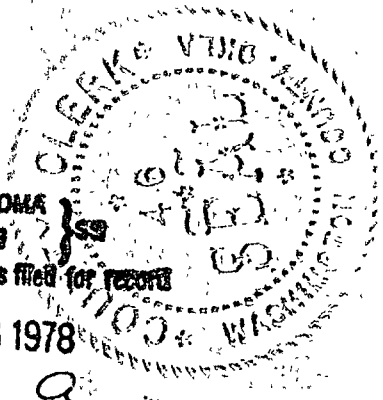
On this 8<sup>th</sup> day of September, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared E. L. Hopper, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Bonnie W. May  
Notary Public

My Commission expires Sept. 26, 1981.



STATE OF OKLAHOMA }  
Washington County }  
This instrument was filed for record  
SEP 8 1978  
at 10 45 o'clock a M  
BEN J. ELLSWORTH, County Clerk  
By m. jester Deputy