

OWNER'S CERTIFICATE AND RESTRICTIONS OF MADISON  
HEIGHTS 5TH ADDITION, WASHINGTON COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That M. & J. Investment Co., Inc., an Oklahoma Corporation, does hereby certify that it is the owner of and the only corporation or corporations, person or persons, who has any right, title or interest in the land included and embraced in Madison Heights 5th Addition, now platted into lots, blocks, streets and easements as shown on the Plat of Madison Heights 5th Addition, recorded in Plat Envelope 322 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 the owner and its successors in title to the aforesaid lot, M. & J. Investment Co., Inc., a corporation does hereby impose the following restrictions and reservations on all of said Madison Heights 5th 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 Madison Heights 5th Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. 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.
2. A 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 7,500 square feet and shall not be less than 60 feet in width along the front building line.
3. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarters, children's playhouse, garden shelter, underground fallout or storm shelter.
4. The outside foundation line of any part of any building including porches, garages, car ports, bay windows, chimneys, etc., shall be located a minimum of 25 feet from the front lot line, and 15 feet from any side street line, and shall have side lot set back requirements as follows: Total side lot set back (including both sides of residence) shall be 20% of the front lot line with a 13 foot minimum. The minimum side lot set back on either side of a residence shall be 10% of front lot line. Front lot line shall be defined as the mean average of the front lot line and the rear lot line in all instances where the rear lot line measures less than the front lot line. In all other instances, the front lot line shall be the measured distance of said front lot line.
5. The owner of any residence erected upon any plot that abuts more than one street may, in the erection of his residence, select the street upon which it shall face, but shall so erect said residence as to have a presentable side yard on the other abutting street, and shall observe building line set back requirements as indicated on the recorded plat.
6. No nuisance shall be committed upon any lot, and fowl or other animals that may be offensive or annoying to the neighborhood shall not be kept in the Addition.
7. No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.
8. No building shall be moved from another location onto the Addition.

9. Any one story dwelling erected in the Addition shall have a minimum of 1500 square feet of ground area under one roof, a minimum of 1100 square feet of which shall be living area, any dwelling of more than one story shall have a minimum of 1800 square feet under one roof, a minimum of 1000 square feet of which shall be street level area.
10. On single family residential plots no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line; and on corner lots, no fence, whether ornamental or otherwise shall be erected nearer to the property line than the building line on the side of the lot abutting any street.
11. No bill board or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed, and such signs shall not exceed six square feet in area.
12. Improvements placed on any building lot in the Addition shall include concrete sidewalks bordering the property lines adjacent to all streets and shall be installed with the approval of, and under the supervision of the City Engineer of the City of Bartlesville, Oklahoma.
13. If the owner or tenant of any lot or lots in Madison Heights 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.
14. These restrictive covenants are to run with the land and shall be binding on all parties and all persons until January 1, 1980, 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 lots or building sites it is agreed to change said covenants in whole or in part.
15. Invalidation of any of these covenants by judgment or by court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 19<sup>th</sup> day of October, 1964.

M. & J. INVESTMENT CO., INC.,

By *Dill W. Jones*  
President.

ATTEST:

*Emmie Baker*  
Secretary

STATE OF OKLAHOMA )  
WASHINGTON COUNTY ) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of October, 1964, personally appeared BILL W. JONES, 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 last above written.

Royal Thornton  
Notary Public

My Commission expires  
April 15, 1967

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

OCT 27 1964

at 2 o'clock P M  
O. E. CRENS, County Clerk  
W. Kahn Deput