OWNERS CERTIFICATE AND RESTRICTIONS
OF WAYSIDE HEIGHTS, EXXXX ADDITION,
IN WASHINGTON COUNTY, STATE OF
OKLAHOMA

FEB 3 1965

at o'clock M

PAUL STUMPEF, County Clerk

FEB 3 1965

A part of the North Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section 20, in Township 26 North, of Range 13 East of the Indian Meridian, described as follows:--

Beginning at the Northeast corner of said N½ S½ NW¼ SE¼, thence West along the North line of said 10 Acre tract, a distance of 1020 feet, thence South a distance of 329.88 feet, thence East along the South line of said 10 Acre tract, a distance of 871 feet, thence North 140 feet, thence East 149 feet to the East line of said 10 Acre tract, thence North along said East line, a distance of 189.88 feet to the Point of Beginning.

## KNOW ALL MEN BY THESE PRESENTS:

That Rolling Meadows Development Company does hereby certify that it is the owner of the land included and embraced in WAYSIDE HEIGHTS, KXRXX ADDITION, now platted into lots, blocks, streets and easements as shown on the plat of WAYSIDE HEIGHTS, KXXXX ADDITION, to be found filed in plat envelope No. 325, 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 Rolling Meadows Development Company does hereby impose the following restrictions and reservations upon user of all of the lands in WAYSIDE HEIGHTS, KKKKK 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, KKKKK 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. A building site 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 70 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, 1970, 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 WAYSIDE HEIGHTS, REREST 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 WAYSIDE HEIGHTS, TYRET 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 minimum distance from the front street line, and at least 15 feet from any sidestreet line, and at least 5 feet from any sideline of the applicable lot.
- 8. No building shall be moved from another location onto WAYSIDE HEIGHTS, TYRET ADDITION.
- 9. Any dwelling erected in WAYSIDE HEIGHTS, XXXXX ADDITION, shall have a minimum of 1,100 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 WAYSIDE HEIGHTS, XXXXX 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 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 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 sites 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 29day of January, 1965.

ROLLING ME	ADOWS DEVELOPMENT	COMPANY
Ву 6	1 lephon	
) /	President	
u )/		

ATTEST: <u>RAMONA</u> B. Hogepace Asst. Secretary

STATE OF OKLAHOMA )
) SS
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of 12000, 1965, 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 of office the day and year last above written.

Notary Public

My commission expires: January 27 1968