

STATE OF OKLAHOMA  
 Washington County  
 This instrument was filed for record

OWNERS CERTIFICATE AND RESTRICTIONS OF  
 HIGHLAND ESTATES ~~XXXXXXXXXX~~ WASHINGTON  
 COUNTY, STATE OF OKLAHOMA, BEING A SUB-  
 DIVISION OF PART OF E $\frac{1}{2}$  W $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  of  
 SECTION 16, TOWNSHIP 26 NORTH, RANGE  
 13 EAST OF THE INDIAN MERIDIAN, IN  
 WASHINGTON COUNTY, STATE OF OKLAHOMA.

FEB 3 1965  
 at 1:45 o'clock P  
 PAUL STUMPF, County Clerk  
 BY *S. Southern*

KNOW ALL MEN BY THESE PRESENTS:

That Rolling Meadows Development Company does hereby certify that it is the owner 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 Highland Estates ~~XXXXXXXXXX~~, now platted into lots, blocks, streets and easements as shown on the plat of Highland Estates ~~XXXXXXXXXX~~ to be found filed in Plat envelope 326, 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 all of the lands in Highland Estates ~~XXXXXXXXXX~~ 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 Highland Estates ~~XXXXXXXXXX~~, 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 site or plot shall consist of a tract of land having a frontage of not 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, 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 successors as to conformity and harmony of external design and materials with other structures in Highland Estates ~~XXXXXXXXXX~~, 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.

Owners Certificate and Restructions of Highland Estates ~~XXXXXXXXXX~~ ✓  
- cont'd - Page 2.

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 Highland Estates ~~XXXXXXXXXX~~ ✓, nor shall any noxious or offensive activity be carried on upon any lot, which may be, or may become an annoyance or nuisance to the neighborhood.
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 15 feet from any side street line, and at least 7 feet from any sideline of the applicable lot.
8. No building shall be moved from another location onto Highland Estates ~~XXXXXXXXXX~~ ✓
9. Any dwelling erected in Highland Estates ~~XXXXXXXXXX~~ ✓ shall have a minimum of 1500 square feet of usable floor area exclusive of breezeways, porches, attached garages, walks, driveways, patios or balconies.
10. Each residence shall be constructed in the main of brick, brick veneer, stone, or stone veneer (Concrete blocks not acceptable).
11. No fence or hedge or other obstruction shall be erected that will in any way impair the view of traffic on any street.
12. No Billboard or advertising sign of any size shall be erected or maintained except for the sole purpose of advertising the sale or rent of the lot or property upon which the sign may be placed, and such sign shall not exceed 6 square feet in face area.
13. Perpetual easements for public utility installation and maintenance are hereby reserved, where shown on the recorded plat of Highland Estates ~~XXXXXXXXXX~~ ✓
14. 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 owners 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.

Owners Certificate and Restrictions of Highland Estates Addition ✓  
- Cont'd - Page 3.

15. 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 shall be agreed to modify said covenants in whole or in part.

16. 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 29 day of January 1965.

ROLLING MEADOWS DEVELOPMENT COMPANY  
BY E. L. Hopper  
President

ATTEST: Ramona B. Hopper  
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<sup>th</sup> day of January, 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.

[Signature]  
Notary Public

My commission expires: Jan 27, 1968