

OWNER'S CERTIFICATE AND RESTRICTIONS OF MADISON
MEADOWS 1ST ADDITION, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That DIAMOND-CLOTHIER DEVELOPMENT 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 Meadows 1st Addition, now platted into lots, blocks, streets and easements as shown on the Plat of Madison Meadows 1st Addition, recorded in Plat Envelope #351 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, Diamond-Clothier Development Co., Inc., a corporation, does hereby impose the following restrictions and reservations on all of said Madison Meadows 1st 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 Meadows 1st 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. 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 quarter, children's playhouse, garden shelter, underground fallout or storm shelter.
3. 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.
4. 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.
5. No trailer, basement, tent, garage, or other outbuildings shall at any time be used as a residence.
6. No building shall be moved from another location onto the Addition.
7. 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.
8. 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.
9. No billboard 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.

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10. There shall be in blocks 2 and 3 a 20 foot easement for rear driveways and public utility purposes at the rear of the lots. This easement shall be for the use and benefit of the adjoining property owners and their invited guests, utility and emergency vehicles, and no fences or other obstructions shall be erected on this easement. It shall be the responsibility of each property owner to care for and maintain his area, to keep it clean and free of debris, to mow the grass and weeds and keep his portion in a proper state of repair. There shall be no parking allowed in such area, except for emergency vehicles only.

11. In Blocks 2 and 3 where rear drives are provided there shall be no curb cuts for front drives.

12. If the owner or tenant of any lot or lots in Madison Meadows 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.

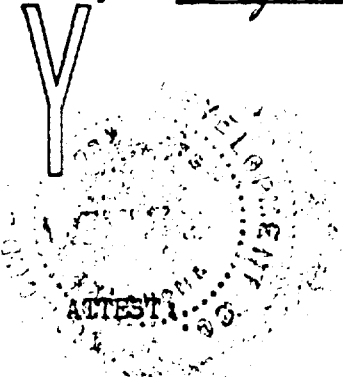
13. These restrictive covenants are to run with the land and shall be binding on all parties and all persons until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

14. 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 27th day of September, 1969.

DIAMOND-CLOTHIER DEVELOPMENT CO., INC.

James L. Diamond
James L. Diamond, President



D. B. Clothier
D. B. Clothier, Secretary

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STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of September, 1968, personally appeared James L. Diamond 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.

AW Musselman
Notary Public

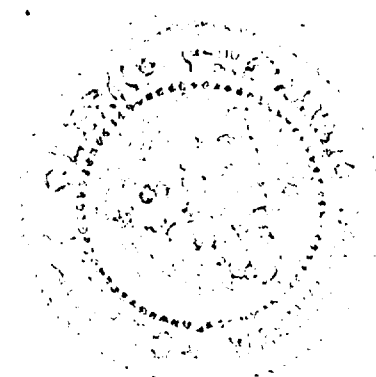
My commission expires July 16, 1969

C
O
P
Y

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

SEP 27 1968

at 3:30 o'clock P M
PAUL STUMPF, County Clerk
BY [Signature] Deputy



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