

OWNERS CERTIFICATE AND RESTRICTIONS OF WAYSIDE HEIGHTS
SECOND 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, T26N, R13E, Washington County, Oklahoma described as follows:

Beginning at a point which is the NE Corner of said $N\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence $S 0^{\circ}06'$ East a distance of 660.0 feet; thence West a
distance of 890.17 feet; thence North a distance of 90.24 feet;
Thence $N 23^{\circ}28'$ E a distance of 189.01 feet; thence $N 76^{\circ}23'$
 $47''$ E a distance of 162.31 feet; thence $N 49^{\circ}32' 55''$ E a distance
of 205.13 feet; thence $N 63^{\circ}39' 04''$ East a distance of 256.82
feet; thence $N 0^{\circ}06'$ W a distance of 111.14 feet; thence East a distance
of 269.95 feet to the point of beginning. Containing 9.12 Acres
more or less.

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 Second Addition, now platted into lots, blocks, streets and easements as shown on the Plat of Wayside Heights Second Addition, to be found filed in Plat Envelope No. 386 of the records of Washington County, 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 users of all of the lands in Wayside Heights Second 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 Second 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 February 1, 1996, no building shall be erected, placed on 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 Second Addition, and as to location of the said building with respect to topography and finished ground elevation.

4. No trailer, mobil 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 Second Addition.

6. 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.

7. No building shall be moved from another location onto Wayside Heights Second Addition.

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

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

10. 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 6 square feet in face area.

11. Perpetual easements for public utility installation and maintenance are hereby reserved, where shown on the recorded plat of Wayside Heights Second Addition.

12. 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.

13. 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.

14. 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

Attest: Lenora B. Hopper Secretary
By E. L. Hopper President.

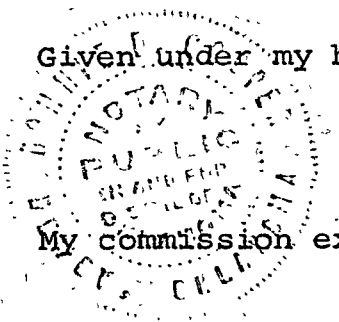
ROLLING MEADOWS DEVELOPMENT COMPANY

1740 SE Washington Blvd
Bartlesville

State of Oklahoma, :
: ss.
Washington County, :

On this 12th day of February, 1976, 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 D. Cooper
Notary Public

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

APR 1 1976
305
W. E. KENDRICK, County Clerk
By M. Scott Deputy

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