

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
MADISON HILLS ADDITION TO BARTLESVILLE
WASHINGTON COUNTY, OKLAHOMA

This instrument was filed for record

MAR 1 1978

at 11:10 o'clock a.m.
BEN J. ELLSWORTH, County Clerk
By *[Signature]* Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Madison Hills Development Company, a joint venture composed of Terrel Taylor, G. Brooks Davis, Gerald L. Coast, Melvin H. Hoppock and Pamela Woods, does hereby certify that it is owner of the following described real estate located in Washington County, Oklahoma, to wit:

A part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 10, T26N, R13E, Washington County, Oklahoma, being more particularly described as follows:

Beginning at a point that is the SE Corner of said Section 10; Thence S 89° 55' 15" W 1,308.64 feet; Thence N 0° 01' 15" W 656.65 feet; Thence N 89° 58' 45" E 660.00 feet; Thence N 0° 01' 15" W 656.70 feet; Thence N 89° 59' 15" E 648.83 feet; Thence S 0° 00' 45" E 1,311.92 feet to the point of beginning less the South 60 feet of the East 1,308.64 feet and the East 60 feet of the South 1,311.92 feet of said Section 10, containing 29.49 acres more or less.

and embraced in Madison Hills Addition, now platted in blocks, lots, streets, and easements, recorded in Plat envelope 415, in the Records of the Office of the County Clerk, Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plant and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on all of the said Madison Hills Addition, except lots 25 thru 34 and Tract "A", to which it shall be incumbent its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner of owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in Madison Hills Addition, except lots 25 thru 34 and Tract "A", shall take, hold and convey the same subject to the following restrictions and reservations, to wit:

1. All lots in said Addition shall be used exclusively for residential purposes. 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 have 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 8,500 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 building appurtenant thereto, such as garage, servant's quarters, children's play house, swimming pool and bath house, and garden shelter. No house, garage or any other building shall be moved into this subdivision.
4. No residence shall be constructed on lots containing less than 1,800 square feet (of usable space), exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, brick veneer, stone, stone veneer, or wood siding (concrete blocks not acceptable).
5. No building shall be erected on any lot nearer to the front line, side street line, interior lot lines or rear lot line than the minimum building set back as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission of the City of Bartlesville and adopted by the Board of City Commissioners of the City of Bartlesville.
6. No building shall be erected on any lot below the elevation of 670 feet as established by the Corps of Engineers Letter dated March 4, 1968.

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7. Any plot that abuts more than one street shall be deemed to front on either street abutted, and any residence erected upon such a plot in the addition shall have a presentable frontage and each abutting street.
8. The undersigned reserve the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other pipe line conduits, poles, wires and any other method of construction or performing and public or quasi-public utility function at any time to the same for the purpose of repair and maintenance.
9. Developers desire that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead.
***See Page 3 for additional requirements.**
 - (A) Street light poles or standards may be served by underground cable and elsewhere throughout said Addition, all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plot. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
 - (B) Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such houses as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - (C) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
 - (D) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities.
The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - (E) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, and no building shall be erected upon any of the lots in this sub division which is designated or utilized to house poultry, cows, horses, rabbits, or other livestock, nor shall any such poultry, cows, horses, pigs, rabbits or other livestock be kept or maintained upon the premises.
11. No structure of temporary character, basement, tent, shack, trailer, garage, barn or other outbuildings shall be erected for use on any lot at any time as a residence, either temporarily or permanently.
12. No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon. Exception: This

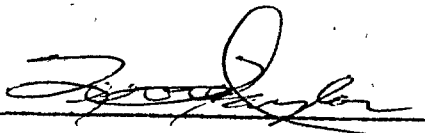
13. No garage or other building erected with the said subdivision shall be used by servants of the occupants of the principal dwelling on said lot.
14. On each single family residential plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.
15. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to a change in said covenants in whole or in part.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

MADISON HILLS DEVELOPMENT COMPANY,
a Joint Venture

By: _____



Venturer

STATE OF OKLAHOMA () ss.
WASHINGTON COUNTY ()

On this 20th day of February, 1978, before me the undersigned, a Notary Public in and for said State, personally appeared TERREL TAYLOR, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as one of the venturers of said company 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 said company for the uses and purposes therein set forth.

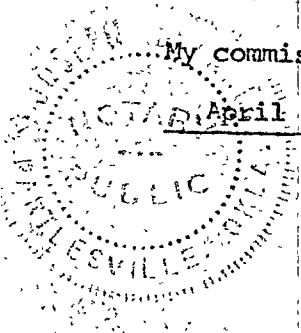
Given under my hand and seal the day and year last above written.

(SEAL)

My commission expires:

April 1, 1980

Notary Public



*Overhead pole lines for the supply of electric service may be located along Lots six (6), seven (7), eighteen (18), nineteen (19), twenty-nine (29), thirty (30), and the East property line of Tract "A"; Lots sixty one (61), fifty (50), fifty one (51), fifty two (52), fifty three (53), fifty four (54) and the South property line of Tract "A".

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