

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
MEADOW CREEK ADDITION
WASHINGTON COUNTY, OKLAHOMA

APR 21 4 19 PM '81

STATE OF OKLAHOMA
WASHINGTON CO. CL.
REMI. ELLSWORTH
BY *[Signature]* DEPUTY

88 Lots

KNOW ALL MEN BY THESE PRESENTS:

That Swan Development Company, does hereby certify that it is the Owner of the following described real estate located in Washington County, Oklahoma, to-wit:

The East 840 feet of the South Half of the Southwest Quarter (S/2 SW/4) of Section 28, Township 27 North, Range 13 East,

and embraced in Meadow Creek Addition, now platted in blocks, lots, streets and easements, recorded in Plat Envelope 456, 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 plat 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 Meadow Creek 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 Meadow Creek Addition, 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 plat 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 55 feet in width along the front building line.
3. No residence shall be constructed on lots that contains less than 1,500 square feet (or useable space), exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. East residence shall be constructed in the main of brick, brick veneer, stone, stone veneer, or wood siding (concrete blocks are not acceptable.)
4. No building shall be erected on any lot nearer to the front line (than as shown on the plat), side street line, interior lines or rear lot line than the minimum building set back as set forth in the current zoning regulations for the Dewey Area Planning Commission of the City of Dewey and adopted by the Board of City Commissioners of the City of Dewey.
5. No building shall be erected on any lot below the elevation of 677 feet as established by the Corps of Engineers Letter dated March 4, 1968.

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BOOK 757 PAGE 906

6. 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 on each abutting street.
7. The undersigned reserves 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, and wires and any other method of construction or performing and public or quasi-public utility function at any time to the same for the purposes of repair and maintenance.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision 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.
9. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence, either temporarily or permanently.
10. No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only 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.
11. No garage or other building erected with the said subdivision shall be used by servants of the occupants of the principal dwelling on on said lot.
12. 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.
13. (a) Overhead pole lines for the supply of electric service may be located along Lots 1 thru 15 and lots 36, 37, 62, 63 and 88. 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 plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

(b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, 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 house 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 this 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 will 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.

14. 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SWAN DEVELOPMENT COMPANY,

BY Melvin H. Hoppock
President

SEAL
ATTEST:
James J. Grant
Secretary

State of Oklahoma)
County of Washington) ss

Sworn to me this 14th day of April, 1981, that before me a Notary Public Melvin H. Hoppock known to me to be the identical person who signed the foregoing instrument as its President, and acknowledged to me that he signed same as his free and voluntary act, and deed, of said Corporation, for the uses and purposes therein set forth.

Marye L. Hinkle
Notary Public

NOTARY PUBLIC
COMMISSION EXPIRES: February 9, 1984

BOOK 757 PAGE 908

FILED

FEB 24 2 15 PM '82

STATE OF OKLAHOMA
COUNTY CLERK
BENJAMIN NORTH
DEPUTY

AMENDMENT TO OWNER'S CERTIFICATE AND
RESTRICTIONS OF MEADOW CREEK ADDITION,
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by a document entitled "Owner's Certificate and Restrictions of Meadow Creek Addition, Washington County, Oklahoma" Swan Development Company caused to be imposed certain restrictions upon all the land located in Meadow Creek Addition, Washington County, Oklahoma, which said document was filed of record April 21, 1981, in Book 757, at Page 906-908, in the Office of the County Clerk of Washington County, Oklahoma; and,

WHEREAS, paragraph 11 of said document sets forth a restriction as to garages or other buildings erected within said subdivision, and the use of said structures by certain persons, which said paragraph does not accurately state the true intent of the said Swan Development Company; and,

WHEREAS, the undersigned are the owners of all of the building sites and lots located within said addition and desire to amend and clarify paragraph 11 thereof.

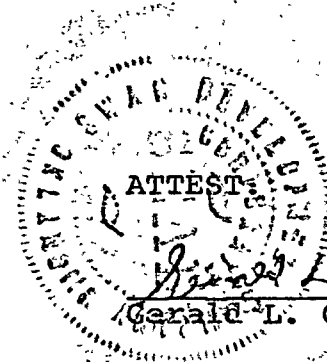
NOW, THEREFORE, in consideration of the premises, paragraph 11 of the Owner's Certificate and Restrictions of Meadow Creek Addition, Washington County, Oklahoma, is hereby amended to read as follows:

"11. No garage or other building erected upon any lot within said addition shall be used or occupied by any person other than by the occupants of the principal dwelling on said lot, or by servants of the occupants of the principal dwelling on said lot."

Dated this 1st day of October, 1981.

SWAN DEVELOPMENT COMPANY

By Melvin H. Hoppock
Melvin H. Hoppock, President



Gerald L. Coast
Gerald L. Coast, Secretary

Lot 14 Robert Miller
Robert Miller & Ida M. Miller

Lots 87 & 88
Dywane Fugett & Linda Fugett

Lot 3 Earl L. Andrews
Earl L. Andrews & Margaret G. Andrews

Lot 4 Paul J. Cox
Paul J. Cox

Lot 36
Dee Ray Stokes

• Ida M. Miller
• Dywane Fugett & Linda Fugett
Margaret G. Andrews
Timothy D. Cox
Dee Ray Stokes

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BOOK 774 PAGE 146

Lot 21
 Paul Smith & Darlene Smith

Lot 63
 Orville Sheline & Joan Ella Sheline

Lot 75
 Tommy D. Pierce & Donna Gail Pierce

Lot 26
 Charlie E. Keith & Cheryl A. Keith

21 Paul Smith Darlene Smith

63 Orville Sheline Joan Ella Sheline

75 Tommy D. Pierce Donna Gail Pierce

26 Charlie E. Keith Cheryl A. Keith

STATE OF OKLAHOMA)
) ss.
 COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this day of _____, 1981, by the above persons who signed the document.

NOTARY OF ALL SIGNATURES ON FOLLOWING PAGE.

 Notary Public

My commission expires:

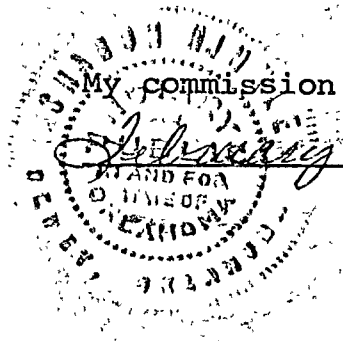
STATE OF OKLAHOMA)
) ss.
 COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of October, 1981, personally appeared Melvin H. Hoppock, 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.

Marion Hill
 Notary Public

My commission expires:
February 9, 1984



BOOK 774 PAGE 144

State of Oklahoma)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this 1st
day of October, 1981 by the persons to me known to be
Robert Miller and Ida M. Miller, Dywane Fugett & Linda Fugett, Earl L.
Andrews & Margaret G. Andrews, Paul J. Cox, Dee Ray Stokes, Paul Smith &
Darlene Smith, Orville Sheline & Joan Ella Sheline, Tommy D. Pierce &
Donna Gail Pierce, Charlie E. Keith & Cheryl A. Keith, who have signed
this document as their free and voluntary act and deed for the uses and
purposes therein set forth.

Sharon Lipp
Notary Public

