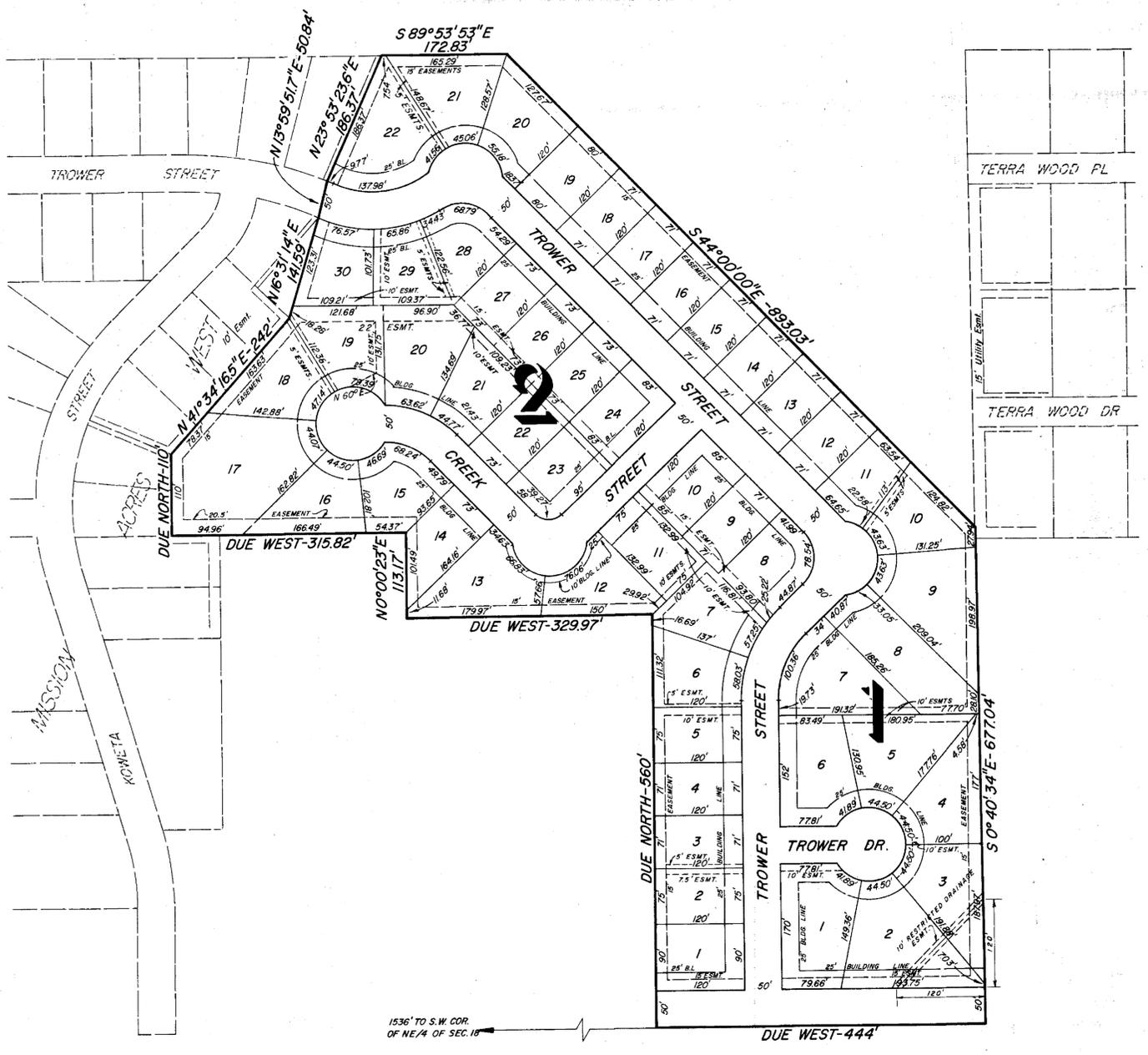
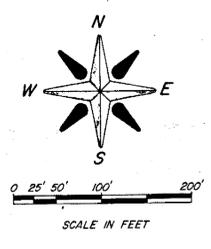
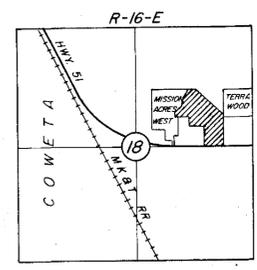


MISSION ACRES EAST

Old Cabinet # 37 A.
 STATE OF OKLAHOMA
 COUNTY OF WAGONER
 Filed for Record in this Office of the
 COUNTY CLERK AND RECORDED

OCT 14 1980
 AT 11:30 O'CLOCK
 JACK C. JONES, County Clerk
 By *Thane Boyd*, Deputy

AN ADDITION TO THE CITY OF COWETA, OKLAHOMA
 A PART OF THE W/2 OF THE SE/4 OF THE NE/4 AND A PART OF THE E/2 OF THE
 SW/4 OF THE NE/4 OF SECTION 18 T-17-N, R-16-E



DEED OF DEDICATION AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: THAT THOMAS R. STONE, III, and SHARON D. STONE are the sole owners and proprietors of the real estate and premises hereinafter described, and have caused the following described real estate, situated in Wagoner County, Oklahoma, to-wit:

A tract of land in the NE/4 of Section 18, T-17-N, R-16-E, Wagoner County, Oklahoma, more particularly described as follows: Beginning at a point 1536 feet East of the Southwest corner of the Northeast quarter of Section 18, T-17-N, R-16-E; Thence Due West a distance of 560.00 feet; Thence Due West a distance of 329.97 feet; Thence N 0°00'23" E a distance of 113.17 feet to a point 250 feet East of the NE corner of Lot 2, Block 2, MISSION ACRES WEST; Thence Due West a distance of 315.82 feet to the Southeast corner of Lot 3, Block 2, MISSION ACRES WEST; Thence Due North a distance of 110.00 feet; Thence N 41°34'16.5" E a distance of 242.00 feet to the NE corner of Lot 9, Block 2, MISSION ACRES WEST; Thence N 16°31'14" E a distance of 141.59 feet to the Northeast corner of Lot 9, Block 2, MISSION ACRES WEST; Thence N 13°59'51.7" E a distance of 50.84 feet; Thence N 23°53'23.6" E a distance of 186.37 feet to the Northeast corner of Lot 36, Block 1, MISSION ACRES WEST; Thence N 89°53'53" E, being the North line of the SE/4 of the NE/4 of Section 18, T-17-N, R-16-E, a distance of 172.83 feet; Thence S 44°00'00" E a distance of 893.03 feet to a point on the East line of the W/2 of the SE/4 of the NE/4 of Section 18, T-17-N, R-16-E, a distance of 677.04 feet to the Southeast corner of the W/2 of the SE/4 of the NE/4 of Section 18, T-17-N, R-16-E; Thence Due West along the South line of the NE/4 a distance of 444.00 feet to the point of beginning, containing 14,926 acres, more or less.

to be surveyed, staked and platted into tracts and streets in conformity to the attached plat, and have caused the same to be named and designated "MISSION ACRES EAST", an addition located in a part of the South half of the Northeast quarter of Section 18, T-17-N, R-16-E, Wagoner County, Oklahoma, and do hereby dedicate all the streets shown upon said plat to public use.

The owners and proprietors, being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition, do hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said property and any person accepting conveyance thereof, either directly from them or remotely from any of their grantees shall take the same subject to such conditions, restrictions, and protective covenants and by accepting such covenants shall be deemed to have assented thereto, and shall be entitled to all the benefits, and to have assumed all the responsibilities, to-wit:

- These covenants, conditions and restrictions are to run with the land and shall be binding on all persons claiming under them until January 1, 2000, at which time the same shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the tracts, it is agreed to change same in whole or in part, and a written record of such change be placed on record.
- If the parties hereto or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating the same, and to either prevent him or them from so doing, or to recover damages or other dues for such damage.
- Invalidation of any of these covenants, restrictions or conditions shall in no wise affect any of the other provisions which shall remain in full force and effect.
- Lots 11 thru 22, Block 1, and Lots 9 thru 30, Block 2, shall be designated and restricted to single-family residences. Lots 1 thru 10, Block 1 and Lots 1 thru 8, Block 2, may be used for single family residences, duplexes, apartments or commercial use. Two or more lots may be combined and treated as one lot for the purposes of setbacks, etc.
- No buildings nor parts hereof except open porches and terraces shall be constructed and maintained on said tracts nearer to the front tract lines than the building setback lines established as shown on the accompanying plat of said addition. No outbuilding shall be constructed nearer than 20 feet to any interior tract line. By "open porches" is meant a porch that is not enclosed on the front or sides so as to obstruct the view from the side of said porch.
- No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All houses and outbuildings must be completed within six months after starting construction.
- No fences, whether ornamental or otherwise, shall be erected nearer to the front tract line than the building line as shown on the plat.
- Perpetual easements for utilities for the public use are reserved upon the tracts as noted on the recorded plat.
- No animals, livestock, or poultry of any kind, except household pets, shall be raised, bred, or kept on any lot, provided that said household pets shall not be raised, bred or kept for commercial purposes.
- Except for the developer's signs, no sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than five square feet advertising the property for sale or rent.
- Floor area requirements: All square footage requirements are exclusive of garages and porches and are figured on measurements over masonry of the living area. The single family residences shall have a minimum of 850 square feet of living area for a one-story residence. For one and one-half story or two-story residences, a minimum of 800 square feet will be required on the ground floor, with a minimum of 1200 total square feet on both floors. The exterior of the residences erected on any residential lot shall be constructed of a minimum of 25% brick or stone type of construction. All single family dwellings shall have an attached garage.
- In connection with the installation of underground electric and communication services, all of the lots are subject to the following provisions, to-wit:
 - Overhead pole lines for the supply of electric and communication service may be located along the South perimeter of this addition. 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.
 - Except to houses on lots described in paragraph (a) above, which may be served from overhead electric and communication 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 and communication 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.
 - The supplier of electric and communication 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 and communication service facilities so installed by it.
 - The owner of each lot shall be responsible for the protection of the underground electric and communication service facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communication service facilities. The Company will be responsible for ordinary maintenance of underground electric and communication 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.
 - The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.
- The undersigned owner further dedicates to the public for public use forever the easements and rights-of-way as shown and designated on the plat for the several purposes of construction, maintaining, operating, repairing, replacing any and all public utilities including the telephone lines, electric power lines, transformers, gas lines, and water lines, together with all fittings, and equipment for each of such facilities and any other appurtenances thereto with the right of ingress to and upon said easements and rights-of-way for uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying, over, across and along all of the public streets, alleys and easements shown on said plat.
- All supply of natural gas services, as well as water services, shall be located underground in the easement-ways reserved for general utility services, or street right-of-way shown on the attached plat. Service meters, gas and water, that are not attached to the house structure, must be located in the easement ways or streets.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands this 10 day of October, 1980.

Thane Boyd Mayor
Lucy B. Dodkin City Clerk
Thomas R. Stone III
Sharon D. Stone
 THOMAS R. STONE, III
 SHARON D. STONE

STATE OF OKLAHOMA)
 COUNTY OF WAGONER)
 BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 10th day of October, 1980, personally appeared THOMAS R. STONE, III, and SHARON D. STONE to me known to be the identical persons who subscribed the name of the makers thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.
 WITNESS MY HAND and official seal the day and year last above written.
 My Commission expires: May 26, 1984

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, the undersigned, a Registered Professional Engineer, hereby certify that the attached plat is a true and correct representation of the real estate and premises designated as "MISSION ACRES EAST", showing the correct dimensions of all lots, blocks and streets.
 WITNESS MY HAND AND SEAL, this 8th day of October, 1980.

LANSFORD ENGINEERING COMPANY
 BY: *Raymond E. Lansford*
 REGISTERED PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR, 237

STATE OF OKLAHOMA)
 COUNTY OF TULSA)
 BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 8th day of October, 1980, personally appeared RAYMOND E. LANSFORD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.
 WITNESS MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
 My Commission Expires: June 12, 1983

We certify this to be a true and correct copy of the original.
 L. L. Ridgway Company, Inc.
 By *L. L. Ridgway*
 NOTARY PUBLIC