

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 located in the South half of Section 21, T-18-N, R-15-E, Wagoner County, Oklahoma, more particularly described as follows: Beginning at the Southeast corner of said Section 21; Thence Due North along the West line of said Section 21 a distance of 2623.33 feet to the South line of the M.K. & T. Railroad right-of-way; Thence S 89°44'00" W along said right-of-way line a distance of 4405.99 feet; Thence S 0°08'07" W a distance of 887.27 feet to a point on the South line of Section 21, 1216.63 feet West of the Southeast corner thereof; Thence N 89°44'00" W along the South line of Section 21 to the point of beginning, containing 162.11 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 "PRAIRIE DALE ACRES", an addition located in a part of the S½, Section 21, T-18-N, R-15-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:

- 1. These covenants, conditions and restrictions are to run with the land and shall be binding on all persons claiming under them until January 1, 1996, 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.
2. 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.
3. 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.
4. No tract shall be subdivided into an area less than that shown on the recorded plat.
5. 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 set-back 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. No outbuilding, such as animal shelters, etc., shall be constructed nearer than 150 feet from the front property 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.
6. 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.
7. 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.
8. No fences, whether ornamental or otherwise, shall be erected nearer to the front tract line than the building line as shown on the plat.
9. Perpetual easements for utilities for the public use are reserved upon the tracts as noted on the recorded plat.
10. 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. For exception regarding horses see clause 12 below.
11. Except for the developer's signs, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent.
12. All tracts in said addition shall be restricted to residential single-family houses, except upon receiving special permission from the developer or his designated representative, keep a maximum of two horses on any lot without a residence on said lot, provided that the lot on which the horses are kept is immediately adjacent to the lot upon which the owner resides. No prefabricated or previously used residence shall be moved onto or erected on any lot in this residential development. One outbuilding not to exceed 600 square feet in area may be constructed, provided, however, that said outbuilding shall be of the same general construction as the main residence, employing the same type of construction materials as used in the main residence.
13. 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 residences shall have a minimum of 1600 square feet of living area for a one-story residence. For one and one-half story or two story residences, a minimum of 1000 square feet will be required on the ground floor, with a minimum of 1800 total square feet on both floors. The exterior of the residences erected on any lot shall be constructed of a minimum of 43% brick or stone type of construction. All dwellings shall have at least a two-car attached garage.
14. In connection with the installation of underground electric and communication services, all of the lots are subject to the following provisions, to-wit:
(a) Overhead pole lines for the supply of electric service may be located along the south and west lines of this subdivision, 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) 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 and communication services shall thereafter be deemed to have a definite, permanent, and effective 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 and communication services, through its proper agents, shall at all times have right of access to and 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 facilities so installed by it.
(d) The owner of each lot shall be responsible for the protection of the underground 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 thereby.
15. 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 and 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.
16. 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 9th day of August 1976. Thomas R. Stone, III, Sharon D. Stone

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of August 1976, personally appeared THOMAS R. STONE, III, AND SHARON D. STONE to me known to be the identical persons who subscribed the 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: 9-25-78. Notary Public: Ray Byrum

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 "PRAIRIE DALE ACRES" showing the correct dimensions of all lots, blocks and streets.

WITNESS MY HAND AND SEAL, this 6th day of August 1976. State of Oklahoma, County of Tulsa, Registered Professional Engineer, Raymond E. Lansford

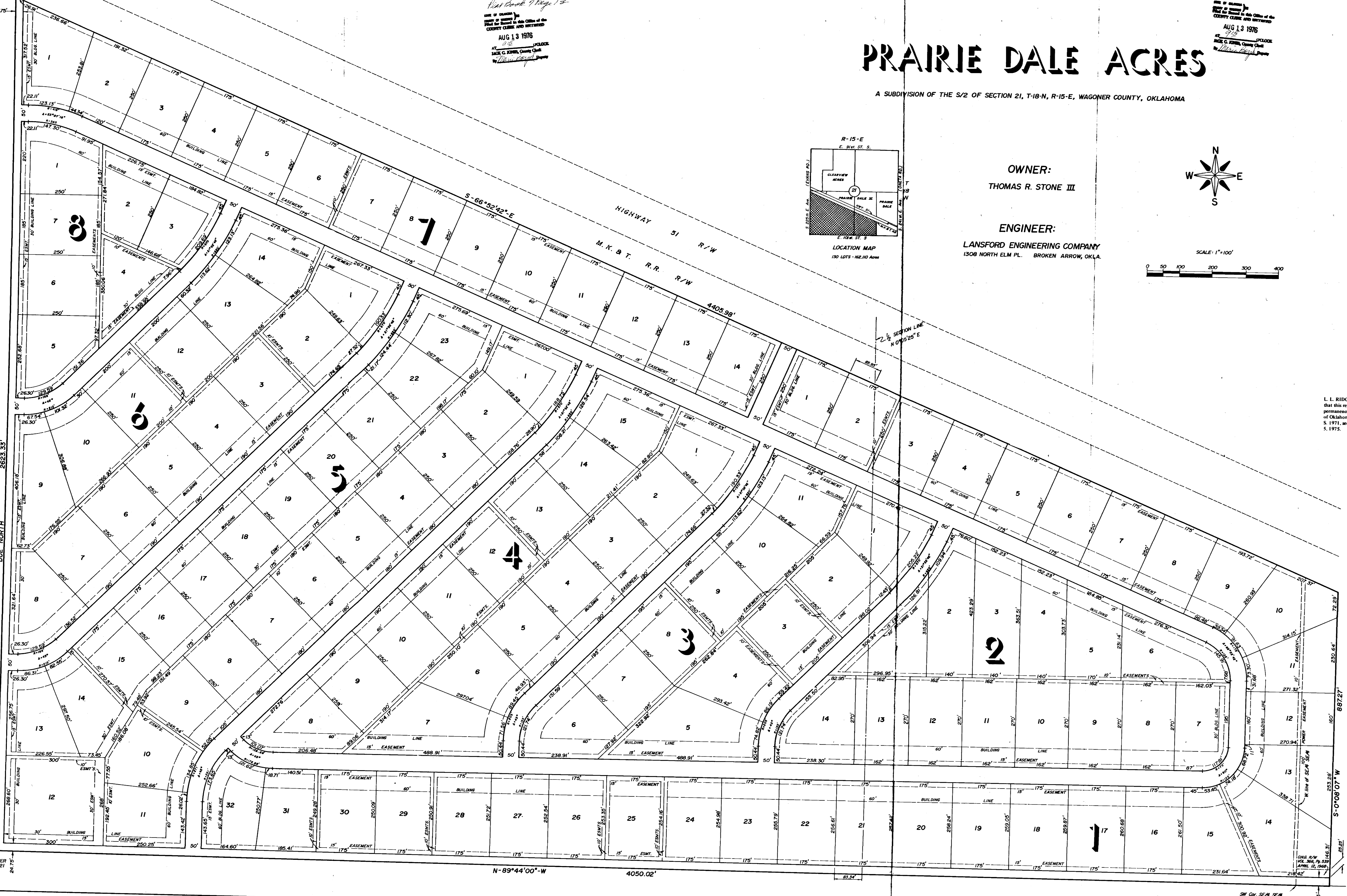
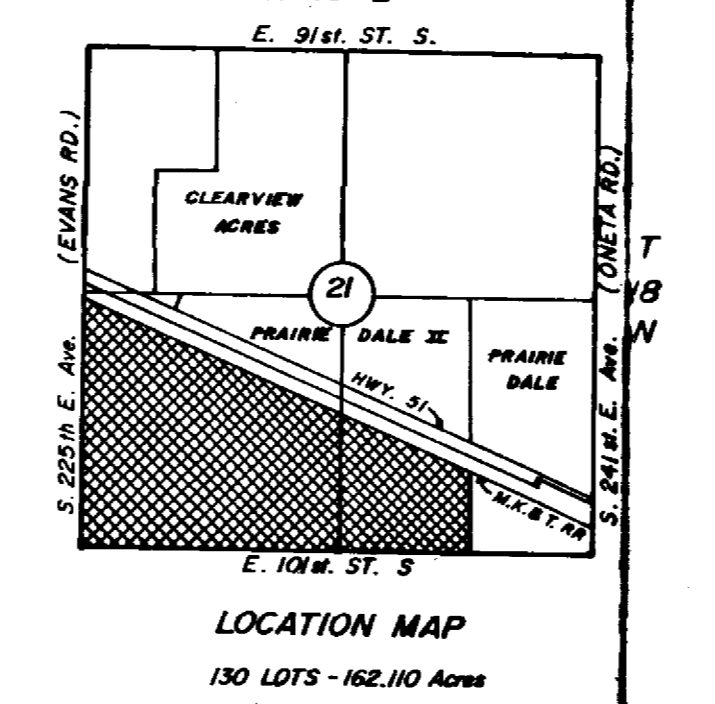
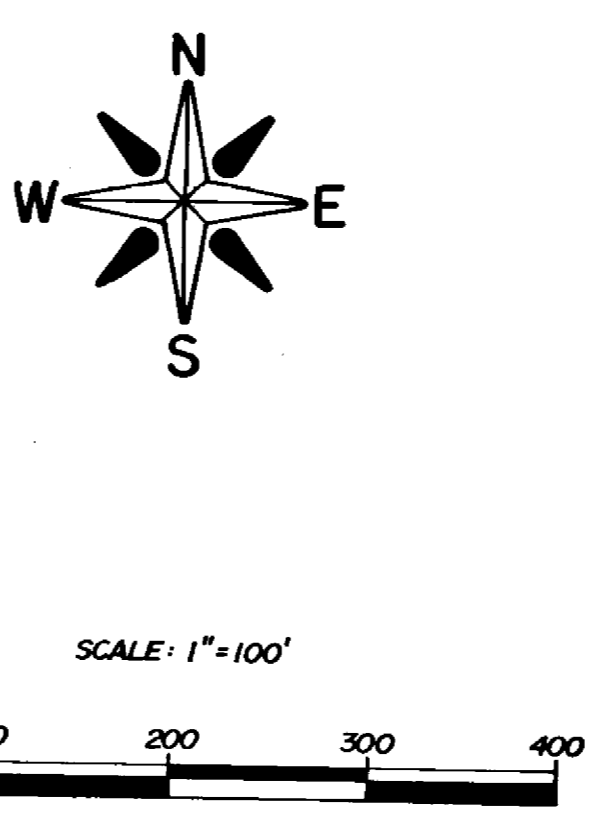
Before me, the undersigned, a Notary Public in and for said County and State on this 6th day of August 1976, personally appeared RAYMOND E. LANSFORD to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN. My Commission Expires: October 20, 1979. Notary Public: Jay W. Lillard

PRAIRIE DALE ACRES

A SUBDIVISION OF THE S/2 OF SECTION 21, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA

OWNER: THOMAS R. STONE III
ENGINEER: LANSFORD ENGINEERING COMPANY
1308 NORTH ELM PL. BROKEN ARROW, OKLA.



L. L. RIDGWAY ENT. INC. certifies that this reproduced copy meets the permanent requirement of the State of Oklahoma statute, section 1110, S. 1971, section 518 amended Sept. 5, 1975.