

PRAIRIE DALE II

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

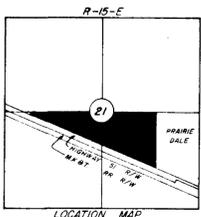
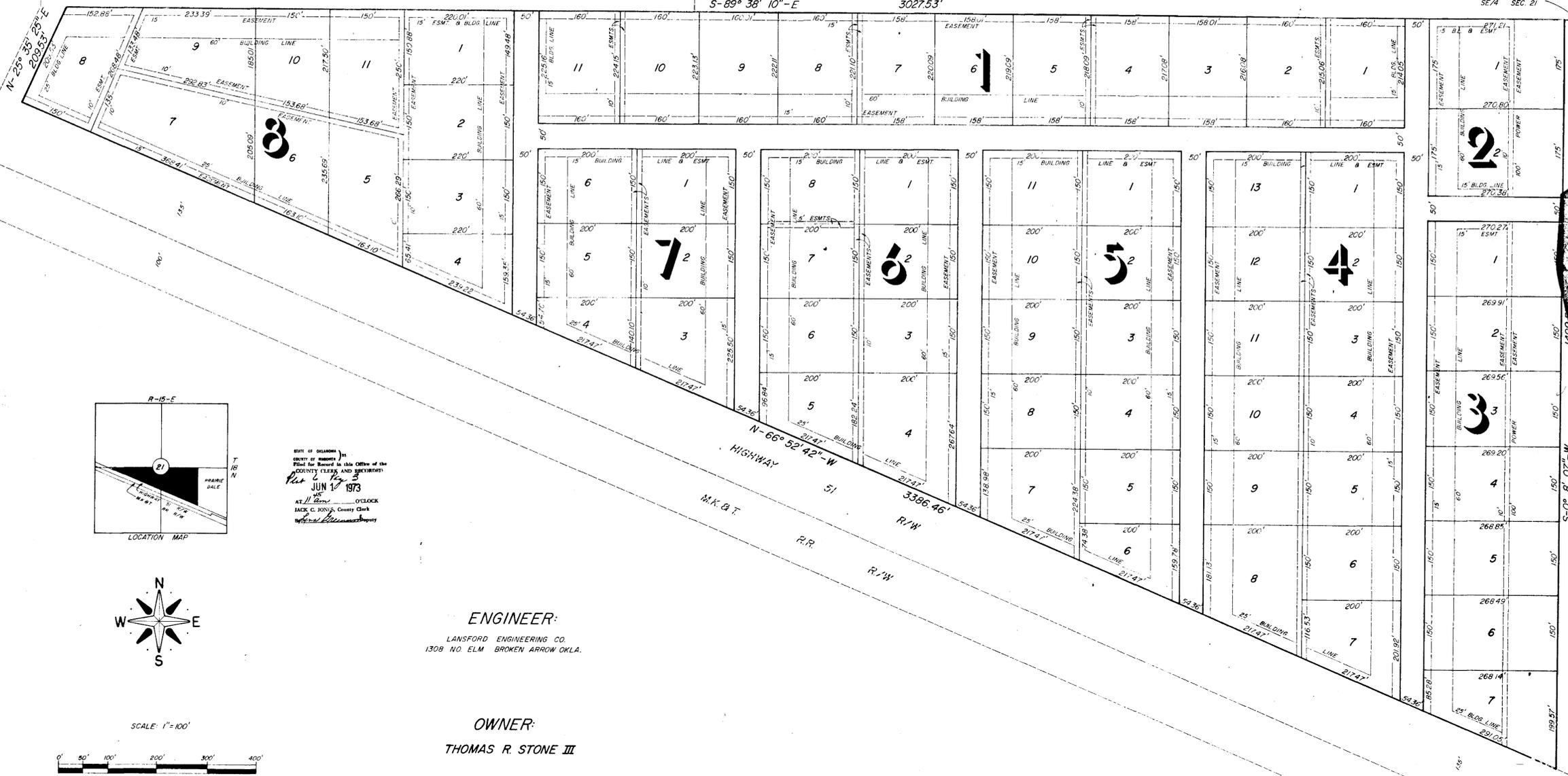
CLEARVIEW

ACRES

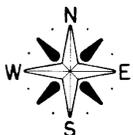
S-89° 38' 10" - E

3027.53'

1218.73' to NE COR.
SE 1/4 SEC. 21



STATE OF OKLAHOMA
COUNTY OF WAGONER
FILED FOR RECORD IN THIS OFFICE OF THE
COUNTY CLERK AND RECORDS
BY
JUN 1 1973
W. J. [Signature]
CLERK
BACK C. HUNTER, County Clerk
Wagoner County, Oklahoma



SCALE: 1"=100'



ENGINEER:

LANSFORD ENGINEERING CO.
1308 NO. ELM. BROKEN ARROW OKLA.

OWNER:

THOMAS R. STONE III

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:

BEGINNING ON THE NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 21, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA, SAID POINT BEING 1218.73 FEET WEST OF THE NORTHEAST CORNER OF SAID S $\frac{1}{2}$; THENCE S 0° 08' 07" W A DISTANCE OF 1499.57 FEET TO A POINT ON THE NORTHERLY R/W LINE OF HIGHWAY 51; THENCE N 66° 52' 42" W ALONG SAID R/W LINE A DISTANCE OF 3386.46 FEET; THENCE N 22° 35' 29" E A DISTANCE OF 209.53 FEET TO A POINT ON THE NORTH LINE OF THE S $\frac{1}{2}$ OF SECTION 21, SAID POINT BEING 290 FEET WEST OF THE NORTHEAST CORNER OF THE W/2 OF THE SW/4 OF SECTION 21; THENCE S 89° 38' 10" E, ALONG THE NORTH LINE OF THE S $\frac{1}{2}$ OF SEC. 21, A DISTANCE OF 3027.53 FEET TO THE POINT OF BEGINNING, CONTAINING 60.188 ACRES, MORE OR LESS.

TO BE SURVEYED, STAKED AND PLATTED INTO TRACTS AND STREETS IN CONFORMITY TO THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE NAMED AND DESIGNATED "PRAIRIE DALE II", AN ADDITION LOCATED IN A PART OF THE S $\frac{1}{2}$ OF 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 GRANTEEES SHALL TAKE THE SAME SUBJECT TO SUCH CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS AND BY ACCEPTING SUCH COVENANTS SHALL BE DEEMED TO HAVE ASSUMED THEREOF, 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, 1988, 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.
- ALL TRACTS IN SAID ADDITION SHALL BE RESTRICTED TO RESIDENTIAL SINGLE-FAMILY HOUSES, EXCEPT LOT 7, BLOCK 3, AND LOTS 7&8, BLOCK 4, LOT 6 & 7; BLOCK 5, LOT 4 & 5, BLOCK 6, LOT 3 & 4, BLOCK 7 AND ALL OF BLOCK 8, WHICH SHALL ALSO BE SUBJECT TO COMMERCIAL USE. PLANS FOR ANY CONSTRUCTION PROPOSED ON THE ABOVE LOTS SHALL BE APPROVED BY THOMAS R. STONE III, OR SOMEONE DESIGNATED BY HIM, BEFORE CONSTRUCTION BEGINS.
- NO TRACT SHALL BE SUBDIVIDED INTO AN AREA OF LESS THAN ONE-HALF ACRE.
- 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. "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 MUST BE COMPLETED WITHIN SIX MONTHS AFTER STARTING CONSTRUCTION.
- NO DWELLING SHALL HEREAFTER BE ERECTED ON ANY RESIDENTIAL TRACT IN SAID ADDITION IN WHICH THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL BE LESS THAN 1,400 SQUARE FEET. AT LEAST 45% OF THE EXTERIOR WALL OF RESIDENTIAL BUILDINGS SHALL BE OF BRICK OR STONE TYPE OF CONSTRUCTION. ALL DWELLINGS SHALL HAVE AT LEAST TWO CAR ATTACHED GARAGES. HOUSES AND OUT-BUILDINGS SHALL HAVE EXTERIOR WALLS CONSISTING OF AT LEAST 45% BRICK OR STONE.
- 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.

13. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE MAY BE LOCATED ALONG THE NORTH LINE 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 EASEMENTWAYS 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 EASEMENTWAYS.

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 OR TELEPHONE 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 OR TELEPHONE SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO AND UPON ALL SUCH EASEMENTWAYS 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.

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 FACILITIES. REPAIRS OR COST OF RELOCATION, REQUIRED BY VIOLATION OF THIS COVENANT, SHALL BE PAID FOR BY THE OWNER OF THE LOT. THE FOREGOING COVENANTS SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC SERVICE, AND THE OWNER OF EACH LOT ACCESS TO BE BOUND HEREBY.

14. 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 THE 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.

15. ALL SUPPLY OF NATURAL GAS SERVICES, AS WELL AS WATER SERVICES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS 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 EASEMENTWAYS OR STREETS.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE HEREUNTO SET THEIR HANDS THIS 1st DAY OF June 1973.

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

Thomas R. Stone III
Sharon D. Stone
Notary Public

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 1st DAY OF June 1973, 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: June 1, 1975

CERTIFICATE OF SURVEY

NOTARY PUBLIC

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 II" SHOWING THE CORRECT DIMENSIONS OF ALL LOTS, BLOCKS AND STREETS.

WITNESS MY HAND AND SEAL, THIS 14th DAY OF April 1973.

STATE OF OKLAHOMA)
COUNTY OF TULSA)

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 14th DAY OF April 1973, 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 4, 1975.

Raymond E. Lansford
Notary Public