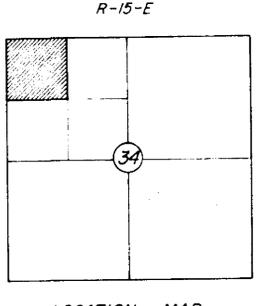


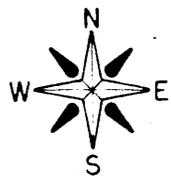
# PRAIRIE DALE III

A SUBDIVISION OF THE NW/4 OF THE NW/4 OF SECTION 34, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA.

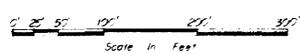


**OWNER:**  
CHOSKA DEVELOPERS INC.  
ROUTE #2  
PHONE 486 2376  
COWETA, OKLAHOMA

**ENGINEER:**  
LANSFORD ENGINEERING CO.  
1345 SOUTH 73rd EAST AVENUE  
PHONE 838 0464  
TULSA, OKLAHOMA

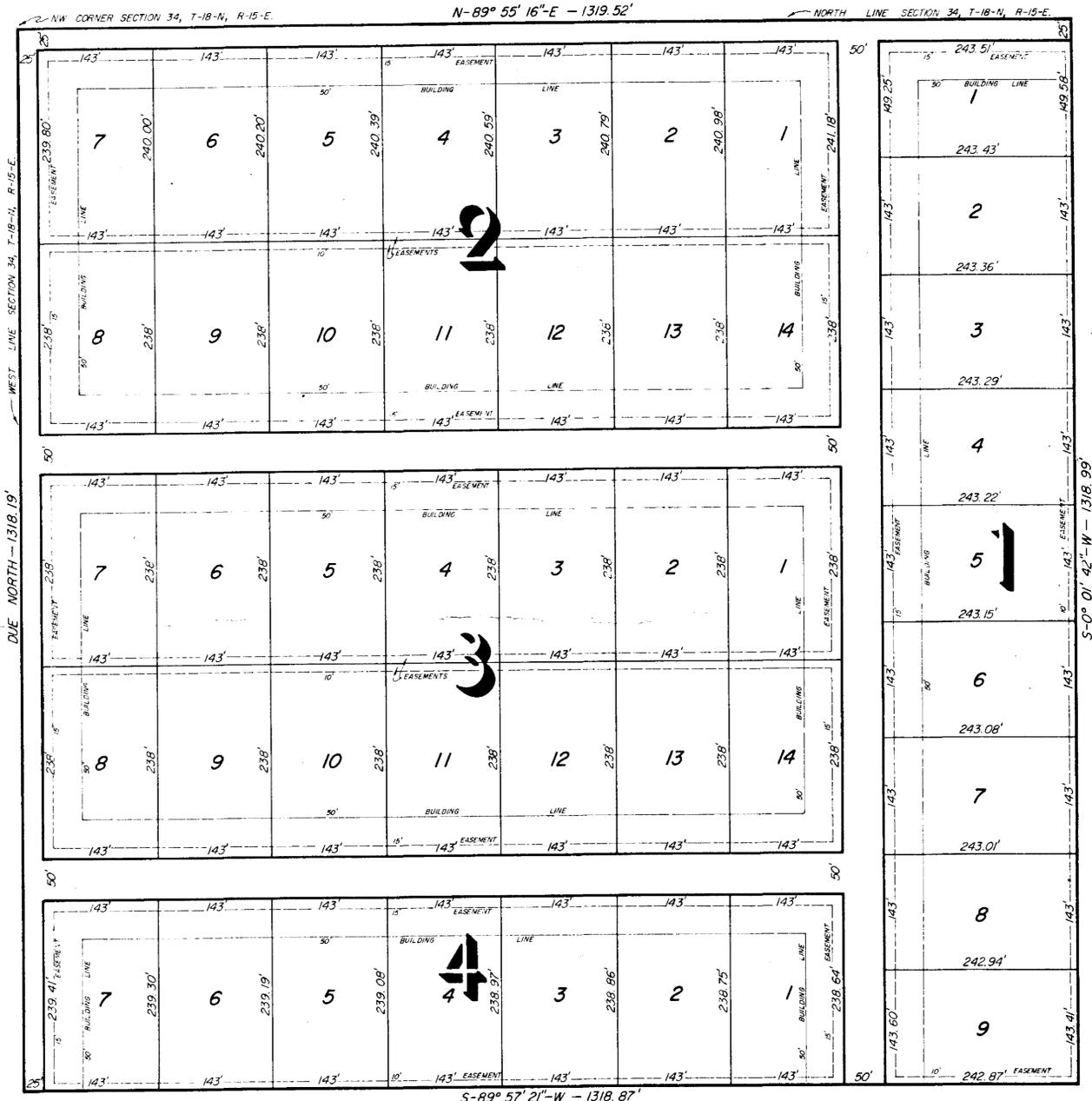


Scale: 1"=100'



Plat Book 6 Page 24  
STATE OF OKLAHOMA  
COUNTY OF WAGONER  
Filed for Record in this Office of the  
COUNTY CLERK AND RECORDED

JUL 26 1972  
AT 2:10 O'CLOCK  
JACK C. JONES, County Clerk  
By: *Muse Boyd* Deputy



## DEED OF DEDICATION AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Choska Developers, Inc., an Oklahoma Corporation is the sole owner and proprietor of the real estate and premises hereinafter described, and has caused the following described real estate, situated in Wagoner County, Oklahoma, to wit:

The NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 34, T-18-N, R-15-E, Wagoner County, Oklahoma, containing 39.933 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 III", an addition located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  Section 34, T-18-N, R-15-E, Wagoner County, Oklahoma, and does hereby dedicate all the streets shown upon said plat to public use.

THE OWNER AND PROPRIETOR, being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition, does 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, 1993, 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 one 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.
- No tract shall be subdivided into an area of less than 3/4 of an 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. 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 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 1,100 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.
- 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 on Lots 8-14, Block 2, upon approval of the Developer.
- Overhead pole lines for the supply of electric service may be located along the East side of Block 1. 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 (13) 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. The owner of each lot shall furnish the trench and backfill for such installation.
- 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.
- 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. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot. The foregoing covenants, (13, 14, 15, 16), shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound thereby.

WITNESS our hands and seal on this 25 day of July, 1972, at Coweta, Wagoner County, Oklahoma.

ATTEST:  
*A.S. McClain*  
Secretary

CHOSKA DEVELOPERS, INC.  
*Thomas R. Stewart III*  
TITLE President

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS  
Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of July, 1972, personally appeared Thomas R. Stewart III, 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 and as the free and voluntary act and deed of said corporation, as its president, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.  
My commission expires April 27, 1975.

*Shady M. Denton*  
NOTARY PUBLIC

### CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, the undersigned, a Registered Professional Engineer and Registered Land Surveyor, hereby certify that I have carefully and accurately platted the above described tract of land, designated as "PRAIRIE DALE III", and that the above plat is a true and correct representation thereof.

DATED this 25<sup>th</sup> day of July, 1972.

LANSFORD ENGINEERING COMPANY  
*Raymond E. Lansford*  
RAYMOND E. LANSFORD

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 25<sup>th</sup> day of July, 1972, Personally appeared RAYMOND E. LANSFORD, to me known to be the identical person who subscribed the name of the maker thereof to the within and 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.

*Jerry W. Ledford*  
NOTARY PUBLIC

*S. Quay M. Roberts, Wagoner County Treasurer*  
Certified this recording to the (1972) tax roll  
Part of the above description -  
*Quay M. Roberts*  
County Treasurer

