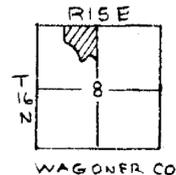
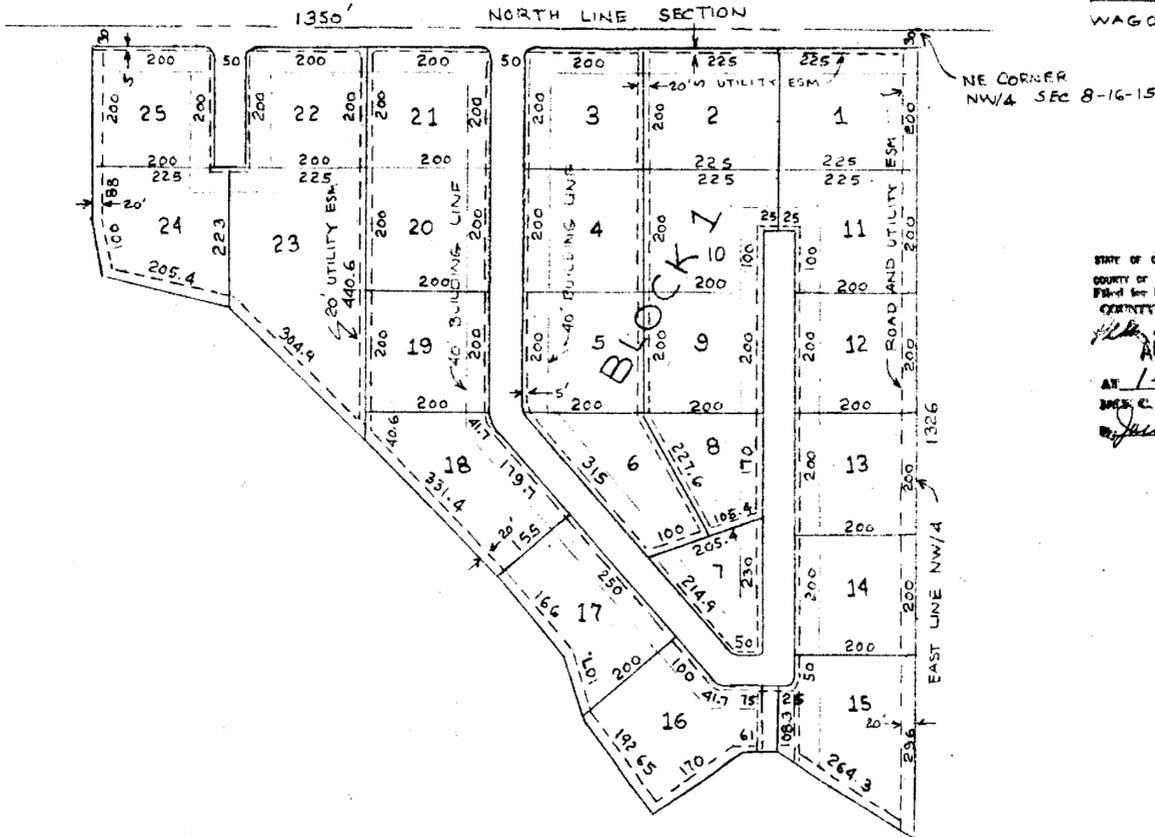


RANCH ACRES

A SUB-DIVISION OF PART OF THE
NW 1/4 OF SECTION 8, T16N R15E
WAGONER COUNTY



NORTH



STATE OF OKLAHOMA)
COUNTY OF WAGONER)
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED
Book 5 Page 1
AUG 19 1971
AT 10 O'CLOCK
JACK C. BERRY, County Clerk
J. C. Berry

CERTIFICATE OF DEDICATION & RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS

That BARCUS DEVELOPMENT COMPANY is the owner of the following described property, to-wit:

Beginning at the NE corner of the NW/4 of Section 8, Township 16 North, Range 15 East, Wagoner County, Oklahoma; thence West 1350 feet, thence South 318 feet, thence Southeasterly 100 feet, thence Southeasterly 205.4 feet, thence Southeasterly 304.9 feet, thence Southeasterly 331.4 feet, thence Southeasterly 166 feet, thence Southeasterly 107 feet, thence Southeasterly 192.65 feet, thence Northeasterly 170 feet, thence East 61 feet, thence Southeasterly 264.3 feet, thence North 1326 to the point of beginning.

That the BARCUS DEVELOPMENT COMPANY, the owner of the above described property have caused the same to be surveyed, staked and platted into lots streets, and utility easements, and have caused the same to be named and designated as "RANCH ACRES" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the Public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated. For the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit of all and to the successors in title, do hereby impose the following restrictions create the following easements to which it shall be incumbered to our successors to adhere.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1988, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate in said development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either prevent him or them from doing so and to recover damages or other dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions and they shall remain in full force and effect.

1. No building site shall be less than 20,000 square feet including easements.
2. No building shall be located nearer to the front line, nor nearer to the side street, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than 10 feet to any side lot line.
3. No noxious trade or activity shall be carried on, upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood.
4. No part of the property described in said plat shall be used for the maintenance, care or housing of swine, poultry, or cattle, but dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
5. No trailer, basement, tent, shack, garage, barn or tool shed or other out-buildings erected on any lot shall at any time be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any structure constructed at other places be moved onto the property herein concerned and all structures placed upon this property must be constructed and built in place and upon lot where located; except, however that when a house is being built and during construction and only during construction a house trailer, of factory manufacture or construction may be used as a residence by person or persons who acquire title to a lot in said subdivision for a period not to exceed six (6) months from and after the date of the acquisition of such lot.
6. All lots shall be residential.
7. No dwelling shall be erected where the living area of the main structure, including the garage, is less than 1200 square feet in area.

8. The undersigned OWNER further dedicates to the public use, for ever, the easements and right-of-ways as shown and dedicated on the accompanying plat for the several purposes of construction, maintaining, operating repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines and water lines, together with the right of ingress and egress upon said easement and right-of-ways for the uses and purposes aforesaid, together with similar rights in every street shown on said plat. The OWNER hereby reserves the right to construct, maintain operate, lay and relay over, across and along all strips of lands and along all public streets water and sewer to the area included in said plat and to other area.
9. All individual sewer systems shall be constructed in such a manner as to meet all requirements set out by the State Health Department.
10. No structure or structures previously used shall be moved onto any lot in this subdivision.
11. All outbuildings must be of the same building style as the house, and can not be higher than said house.

Barcus Development Co.

By: *A. B. Johnson* President

Attest: *Bob Johnson* Sec'y

In witness whereof, *Barcus Development Co.*, have caused these to be executed this, 16th day of August, 1971

STATE OF OKLAHOMA)
COUNTY OF Jessie)

Before me the undersigned, a Notary Public in and for the County of Jessie and the State of Oklahoma on this day of Aug 16, 1971 personally appeared A. B. Johnson & Bob A. Johnson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its owner, acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My commission expires Dec 16, 1974.

Don L. Hough
Notary Public

TREASURER CERTIFICATE

I certify that the 1970 taxes and all back taxes have been paid on the above described property.

Don A. Johnson
Wagoner County Treasurer

CERTIFICATE OF SURVEY

I, John P. Sheridan, the duly elected Surveyor of the Wagoner County, State of Oklahoma and a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my present and current knowledge.

John P. Sheridan
John P. Sheridan
Wagoner County Surveyor