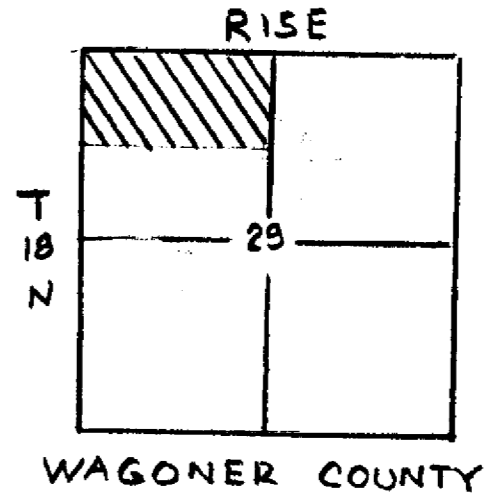


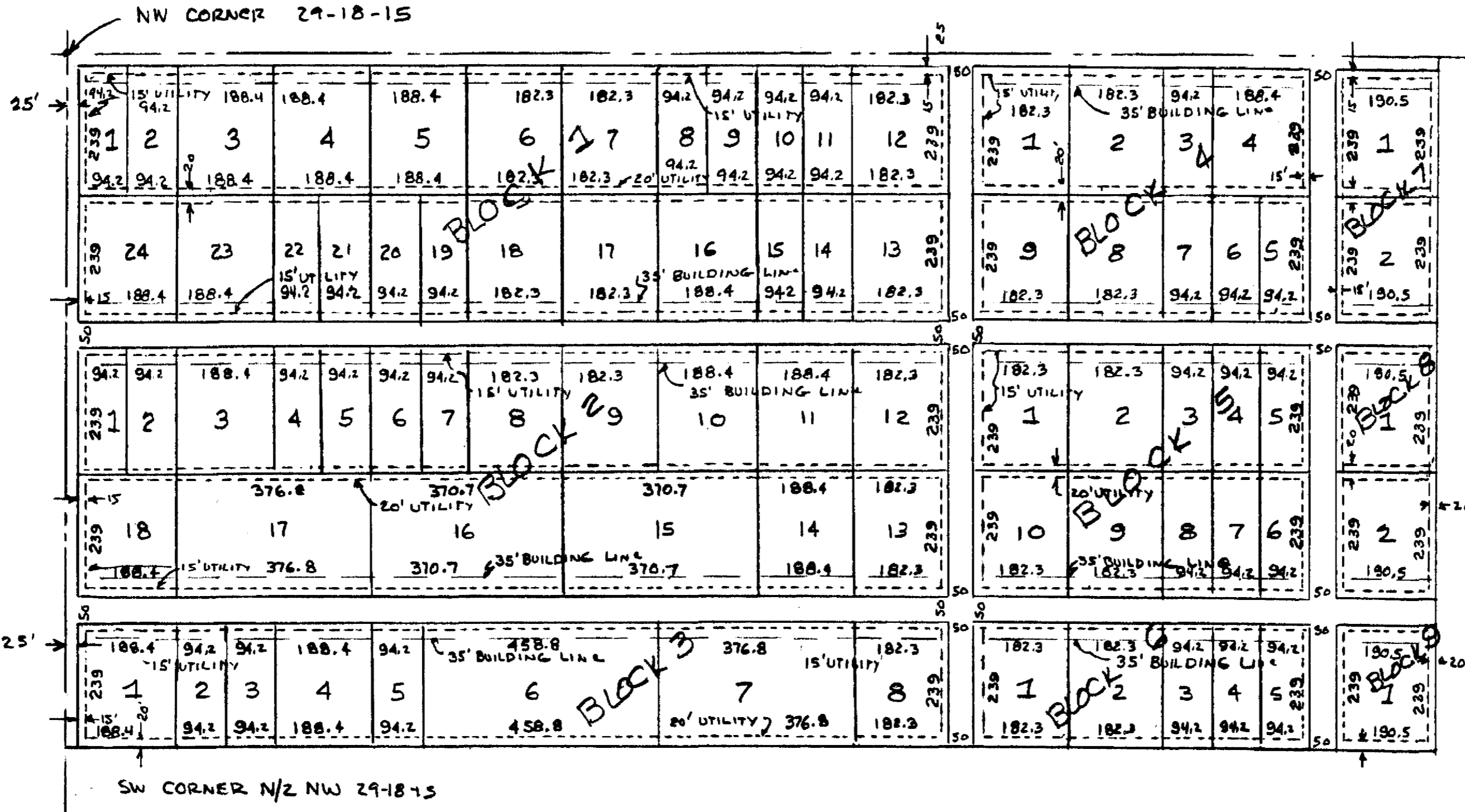
Plat Cabinet 1 #10A
 COUNTY OF WAGONER }
 Filed for Record in this Office of the
 COUNTY CLERK AND RECORDED
 APR 16 1979
 AT 9:20 O'CLOCK
 JACK C. JONES, County Clerk
 By _____

WHISPERING HILLS ESTATES

A SUBDIVISION OF THE N/2 NW OF
SECTION 29, TOWNSHIP 18 NORTH RANGE 15
EAST, WAGONER COUNTY, OKLAHOMA



NORTH



The Oklahoma State Department of Health Certifies that this plat is approved for the construction of individual sewage disposal systems.
 Signed _____ R.P.S. Date 4/16/1979
 Wagoner County Health Department

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOWN BY ALL MEN BY THESE PRESENTS THAT: Schneider Properties Inc. is the OWNER of the following described property:
 The N/2 NW of Section 29, Township 18 North, Range 15 East, Wagoner County, Oklahoma.

That the OWNER of the above described property has 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 "WHISPERING HILLS ESTATES" 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, and for the purpose of providing adequate restrictive covenants for the mutual benefit to the successors in title, to the subdivision of said tract, herein after referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on parties and all persons claiming under them until March 31, 1999 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the lots, then 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 situated in said development or subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either to prevent him or them from doing so, to recover damages or other dues for such violations. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions and they shall remain in full force and effect.

- Each lot may be used for only one single family dwelling.
- No building shall be located nearer than 35 feet from the front lot line, nor nearer than 7 1/2 feet of any side lot line.
- No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
- 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. No commercial business of any kind or nature shall be conducted on the described property. No part of the property described shall be used for the maintenance, care or housing of swine, poultry, cattle or horses.
- Each tract shall be permitted to construct a small barn, not to exceed the height of the dwelling, and must be maintained and kept clean and in an orderly condition.
- No trailer, basement, tent, shack, garage, barn or other out-building erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary nature or character be used as a residence.
- No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1600 square feet in area, and the exterior surface of all single family dwellings shall be at least 40% masonry.
- No structure previously used shall be moved onto any lot in this subdivision.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, or for the storage of motor vehicles not in use by the occupant of the lot, or for repair of motor vehicles of any kind.
- All individual sewage disposal systems shall be constructed, equipped and maintained in accordance with the standards of the Oklahoma State Health Department. Construction on sewage system is limited on Lots 17, 16, and 15 Block 2 and Lots 6 and 7, Block 3. On Lot 17 Block 2 only on the West 188.4 feet. On Lot 16 Block 2 only on the West 188.4 feet. On Lot 15 Block 2 only on the East 188.4 feet. On Lot 6 Block 3 only on the West 94.2 feet and on Lot 7 Block 3 only on the East 188.4 feet.

- The undersigned OWNER further dedicates to the public use forever the easements and rights-of-way as shown and designated 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, water lines, together with the rights-of-way, the right of ingress and egress upon said easements for the uses and purposes aforesaid. Provided However that the OWNER hereby reserves the right to construct, maintain and operate, lay and rely over, across and along all strips of land shown in said plat and across and along all strips of land included within the plat easements shown thereon, both for the purpose of furnishing water and or sewer service to the area included in said plat and to any other area.
- Underground Utilities
 - Overhead pole lines for the supply of electric service may be located along the east edge of the subdivision. Street lights or standards may be served by underground cable and elsewhere throughout said subdivision all supply lines shall be located underground, in the easement-ways for the 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.
 - Underground service cables to all houses which may be located on all lots in said subdivision 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 installation of such a service cable to a particular house, the supplier of the electric service shall thereafter be deemed to have a definite, permanent effective and exclusive right-of-way easement on said lot covering a five (5) feet strip extending 2.5 feet on either side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - The supplies of electric and telephone services, through their proper agents and employees shall at all times have right of access to all 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 Owners of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the said electric and telephone facilities. Repairs or cost or relocation required by violation of this covenant shall be paid by the owner of the lot.
 - The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.

In witness whereof:

 Secy. Schneider Properties Inc.
 Mrs. Norma Jean Schneider

 President, Schneider Properties Inc.
 Mr. Henry Schneider

State of Oklahoma)
 County of Wagoner)
 Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this 16th day of April 1979, personally appeared Henry Schneider and Norma Jean Schneider as officials of Schneider Properties Inc. to me known to be the identical persons who subscribed the name the name of the maker thereof to the foregoing instrument as officials of Schneider Properties Inc., as owner and acknowledged to me that they executed the same as their free and voluntary act for the purposes therein set forth.
 My commission expires April 27, 1981

 Notary Public

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

 John F. Sheridan LS 345
 Wagoner County Surveyor
 I, Ruby Roberts, the Treasurer of Wagoner County, State of Oklahoma certify that the 1978 taxes have been paid.

 Ruby Roberts
 Wagoner County Treasurer