

**OWNER'S CERTIFICATE AND RESTRICTIONS OF
PRAIRIE WIND ESTATES
TO BARTLESVILLE, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

That Noweta Apartments Inc., an Oklahoma corporation, and William P. Smith and Anne Smith hereby certify that they are the owners of the following real estate located in Washington County, Oklahoma, to-wit:

A tract of land located in the south half (S1/2) of the southwest quarter (SW1/4) of the southeast quarter (SE1/4) and the southwest quarter (SW1/4) of the southeast quarter (SE1/4) of the southeast quarter (SE1/4), section 2, T26N, R13E Washington County, Oklahoma. being more particularly described as follows:

Commencing at the southeast corner of said section 2, thence N89°57'49"W along the south line of said section 2, A distance of 658.74 feet to the southeast corner of the SW 1/4 SE 1/4 SE 1/4 of said section 2 to the point of beginning, thence continuing along the south line of said section 2 N89°57'49"W a distance of 1976.23 feet to the southwest corner of SE 1/4 of said section 2, thence N0°05'00"W along the west line of the SE 1/4 of said section 2 a distance of 660.41 to the northwest corner of SW 1/4 SW 1/4 SE 1/4 of said section 2, thence S89°57'30"E along the north line of the SW 1/4 SW 1/4 SE 1/4 of said section 2 a distance of 1976.82 feet to the northeast corner of the SW1/4 SE1/4 SE1/4 of said section 2; thence S0°02'00"E a distance of 660.23 feet to the true point of beginning. Said tract contains 29.9618 acres more or less.

For the purpose of providing an orderly development of all the lots included in the above described plat and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on all lots of Prairie Wind Estates, to which it shall be incumbent upon its successor in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in Prairie Wind Estates shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. Lots 1,2,3,4,5,and 6 in said Addition shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a professional office, shop, school or studio, or for the conduct of any business or trade.
2. No structure shall be erected, placed or permitted to remain on any building plot, other than a single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool, and bath house, and garden shelter. A structure for horses may be erected providing said shelter conforms and harmonizes in design and materials with other structures in this addition, and plans specifications, and plat for said structure are approved by Anthony Homes Inc.. No house, garage, or any other building shall be moved into this subdivision.

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3. No building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by Anthony Homes Inc., in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

4. No residence shall be constructed upon any of the lots that shall contain less than 3000 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, 50% brick veneer, stone, or stone veneer. (Concrete blocks are not acceptable). All residence will be required to have security and smoke detection alarm systems.

5. Domestic pets will be permitted if the owners restrict their number to not more than two of any animal. Owners will be required to see that their animals do not create a nuisance situation. In the event the majority of the owners within prairie wind estates sign a petition maintaining an owners animals are creating a nuisance, owner will be required to remove said animal from property.

6. All residences on Lots 1 thru 6 will have a 250' set back from the front of the property line. Any two landowners, whose land derives their access from a mutual access easement, may undertake necessary maintenance of the surfacing and recover from the other landowners who derive access from the mutual access easement a pro -rata share of the cost of maintenance; provided, however, maintenance activity shall meet a standard, both as to need and as to materials and workmanship, as would be acceptable by FHA or VA standards. In the event of any dispute arising concerning maintenance of common drive or mutual access easement, each party shall choose one arbitrator and such arbitrators shall collectively choose an additional arbitrator, and the decision shall be by majority of all the arbitrators.

7. Owner desires that the supply of electricity throughout said Addition be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, Owner agrees to include the following provisions in the Deed of Dedication creating said plat and subdivision, to-wit:

a. 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.

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b. 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.

c. 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. 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.

d. 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 hereby.

8. No noxious or offensive 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.

9. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other out buildings shall be erected for use on any lot at any time as a residence, either temporarily or permanently. No mobile homes shall ever be placed upon any real property located in Prairie Wind Estates.

10. No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon.

11. No owner shall grant any easement for any purpose across his property to any party without the express written consent of Anthony Homes Inc..

12. Every owner shall properly maintain his property and shall not allow any type of nuisance, either public or private, to occur upon any of his property located in Prairie Wind Estates.

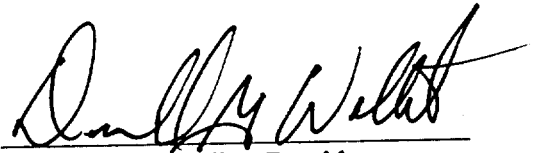
13. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots have been recorded, agreeing to a change in said covenants in whole or in part.

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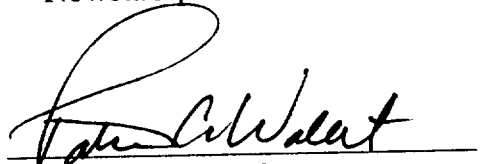
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Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effects.

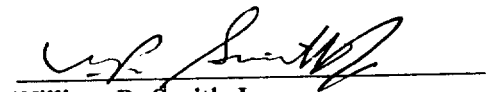
Dated this 11 day of September, 1998.



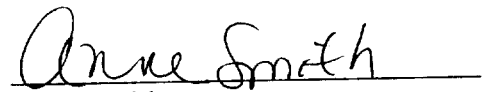
Donald G. Wollet, President
Noweta Apt. Inc.



Patricia A. Wollet, Secretary
Noweta Apt. Inc.



William P. Smith Jr.



Anne Smith

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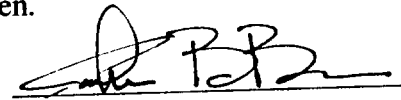
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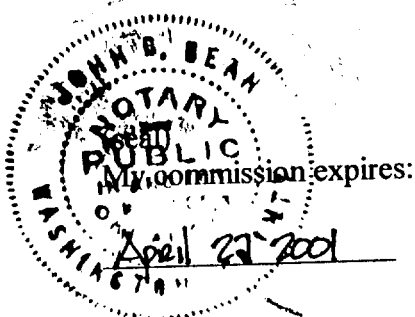
STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

The foregoing was acknowledged before me this 11 day of August, 1998, personally appeared Donald G. Wollet and Patricia A. Wollet, Noweta apartments Inc. William P. Smith Jr. and Anne Smith, husband and wife, and Don R. Cornelius, a single person, to me known to be the identical persons who executed the within and 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.

Given under my hand and seal the day and year first above written.


Notary Public

Ameter Associates, Inc
309 SE FRANK PHILLIPS BVD
BARTLESVILLE OK 74003



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