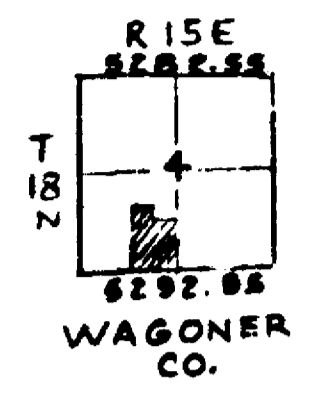
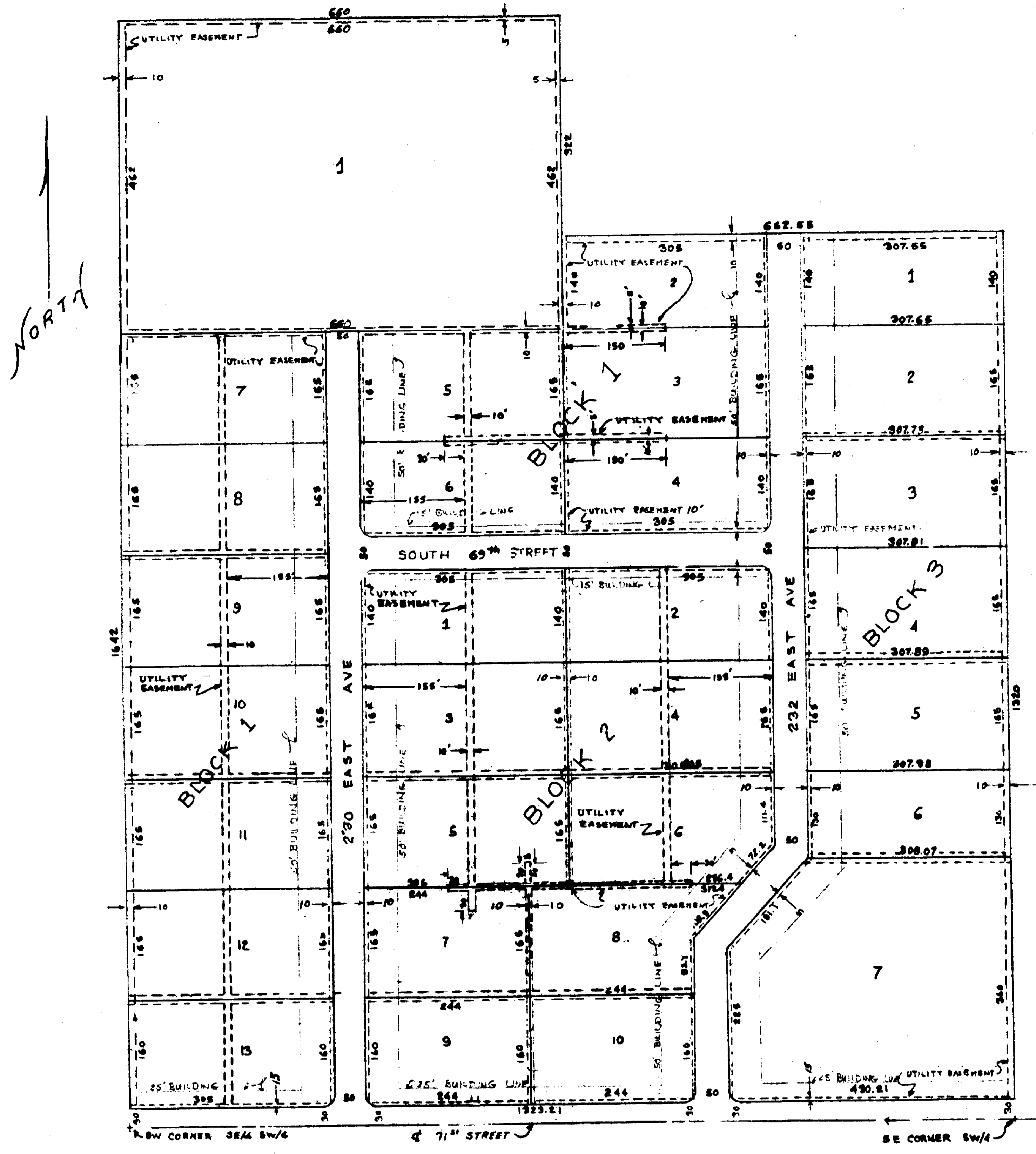


ARROWWOOD COUNTY ESTATES

AMENDED

A SUBDIVISION OF A PART OF THE E/2 SW/4 OF SECTION 4 T18N R15E



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS That the Arrowwood Estates, Inc., Lester E. Zimmerman and Birdene E. Zimmerman, Van R. Barrard and Nancy F. Barrard, Spiro Pappacostas and Gail Pappacostas, Billy J. Cook and Bernice A. Cook, Lon J. Conner Jr. and Hazel Alene Conner, are the record owners of the following described property, to-wit:

BEGINNING at the SW corner of the E/2 SW/4 Section 4, T18N, R15E Wagoner County, State of Oklahoma, THENCE North 1320 feet, THENCE West 662.55 feet, THENCE North 322.0 feet, THENCE West 660.0 feet, THENCE South 1642 feet, THENCE East 1322.21 feet to the point of beginning.

THAT WE, the owners, have caused the same to be surveyed, staked and platted into lots, streets and utility easements, have caused the same to be named and designated as "ARROWWOOD COUNTY ESTATES AMENDED" and do hereby guarantee clear title to all lands so dedicated, and 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 ourselves and our successors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following covenants to which it shall be incumbent 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, December 31, 1968, 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, 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 or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation of any of these covenants by judgment or court order. Invalidation of any 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 effect.
1. Each lot may be used only for one single family dwelling.
 2. No building shall be located nearer to the front line, nor nearer to the side street line, than the building line shown on the above plat, and in any event, no building shall be located nearer than fifteen (15) feet to any side line.
 3. No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
 4. 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 part of the property described in said plat shall be used for the maintenance, care or housing of swine or poultry. No commercial business of any kind or nature shall be conducted on the described property.
 5. Each tract shall be permitted to construct a small barn, not to exceed height of the dwelling, and must be maintained and kept in a clean and orderly condition.
 6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.
 7. 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 1200 square feet in area, and the exterior surface of all single family dwellings shall be at least 40% masonry.
 8. No structure previously used shall be moved onto any lot in this addition.
 9. All individual sewage systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Department.
 10. The undersigned OWNER further dedicates to the Public use forever the easements and rights-of-way as shown and designated on the above plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with the right of ingress and egress upon said easement 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, OWNER hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all of the public streets shown in said plat and over across and along all strips of land included within the 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 uses.

IN WITNESS WHEREOF, the below persons have caused these presents to be executed this 20th day of April, 1970

Arrowwood Estates, Inc. *George Underwood* President
Wilton W. Werks Secretary
 Lester E. Zimmerman *Lester E. Zimmerman*
 Birdene E. Zimmerman *Birdene E. Zimmerman*
 Van R. Barrard *Van R. Barrard*
 Nancy F. Barrard *Nancy F. Barrard*
 Spiro Pappacostas *Spiro Pappacostas*
 Gail Pappacostas *Gail Pappacostas*
 Billy J. Cook *Billy J. Cook*
 Bernice A. Cook *Bernice A. Cook*
 Lon J. Conner Jr. *Lon J. Conner Jr.*
 Hazel Alene Conner *Hazel Alene Conner*

STATE OF OKLAHOMA) COUNTY OF Tulsa) ss.
 Before me, the undersigned, a Notary Public in and for the County of Tulsa and State of Oklahoma on this 20th day of April, 1970, personally appeared Arrowwood Estates Inc., George Underwood, Pres., Wilton W. Werks, Sec. and Lester E. Zimmerman, Birdene E. Zimmerman, Husband and wife, and Van R. Barrard, Nancy F. Barrard, husband and wife, and Spiro Pappacostas, Gail Pappacostas, husband and wife, and Billy J. Cook, Bernice A. Cook, husband and wife, and Lon J. Conner Jr., Hazel Alene Conner, husband and wife, to me known to be the identical persons who subscribed the names of the above to the foregoing instrument and as its correct, acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires August 5, 1972
 STATE OF OKLAHOMA) ss.
 COUNTY OF TULSA)
 Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of April, 1970, personally appeared George W. Underwood, to me known to be the identical person who subscribed the name of the other thereof to the foregoing instrument as its President, 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 such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year above written.
 My Commission Expires August 5, 1972

CERTIFICATE OF SURVEY
 I, John F. Sheridan the duly elected surveyor of Wagoner County, State of Oklahoma, have surveyed the above noted property and do here state that said survey is true and correct to the best of my knowledge.

Mary L. Smith
 Notary Public
Mary L. Smith
 Notary Public
John F. Sheridan
 Wagoner County Surveyor