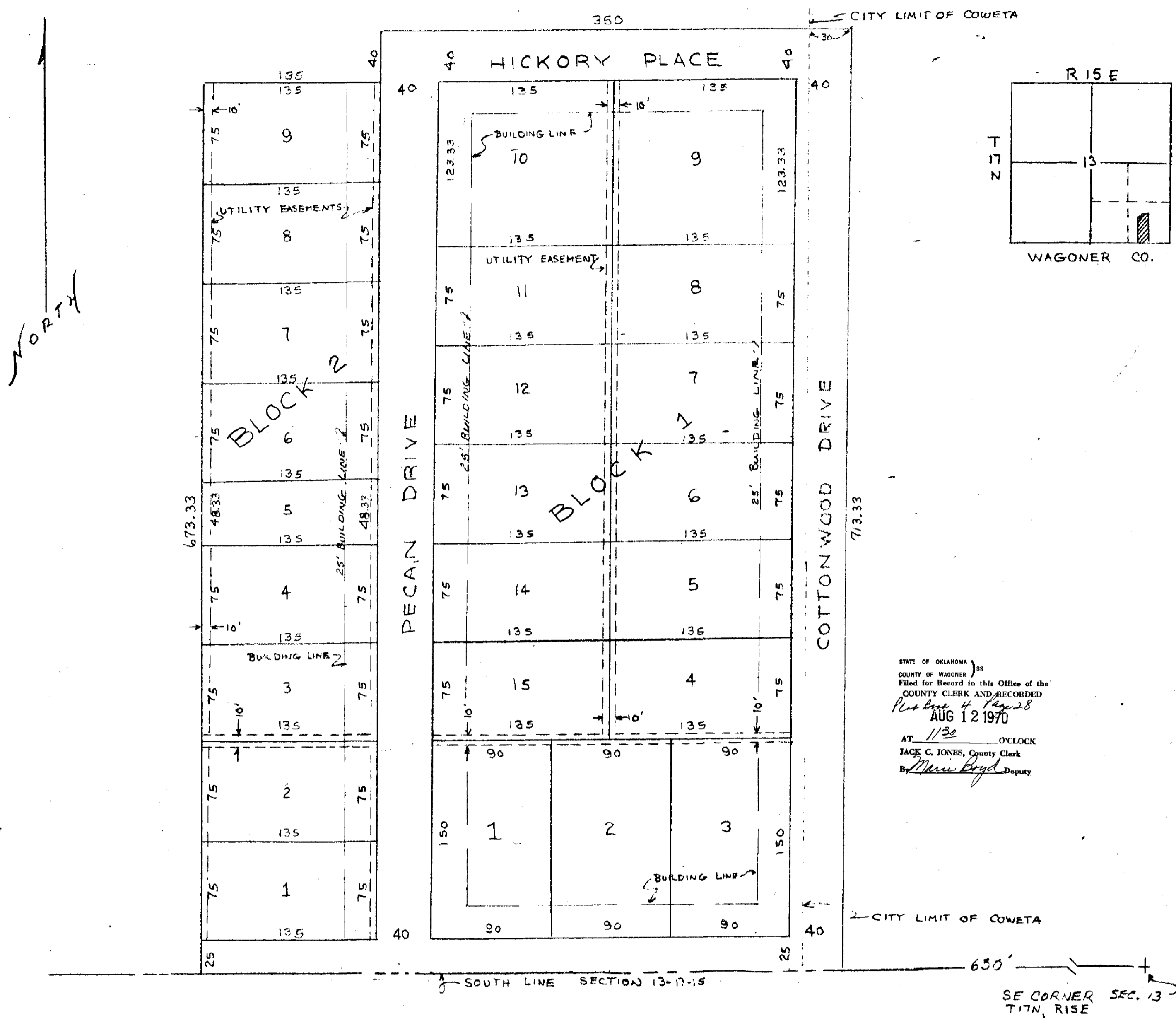


COTTONWOOD ACRES

A SUBDIVISION IN WAGONER CO.
WITH EAST 30 FT. IN THE CITY OF COWETA



STATE OF OKLAHOMA)
COUNTY OF WAGONER)
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED
Plus Book 4 Page 28
AUG 12 1970
AT 11:30 O'CLOCK
JACK C. JONES, County Clerk
By *Mary Boyd* Deputy

KNOWN ALL MEN BY THESE PRESENTS:

That Philip N. Scott and Joyce Ann Scott, are the owners of the following described property, to-wit:
Beginning at a point 630 feet West of the SE corner of Section 13, Township 17 North, Range 15 East, Wagoner County, Oklahoma; thence North 715.33 feet, thence West 350 feet, thence South 40 feet, thence West 135 feet, thence South 675.33 feet, thence East 485 feet to the point of beginning.

THAT WE, the owners, have caused the same to be surveyed, staked and platted into lots and streets and utility easements, and have caused the same to be designated as "COTTONWOOD ACRES" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and we hereby dedicate for the Public use, wherever the streets are shown on the above plat, 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 subdivision so dedicated, hereinafter 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. Utility easements are for constructing, maintaining, operating, repairing, and removing all utilities, together with right of ingress, egress.

Protective Covenants
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, to August 31, 1990, 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 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 doing so 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 than 25 feet to the front line, nor nearer than 5 feet to the side property lines.
3. No residence or structure shall be located or erected on any building plot, which is less in area than 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.
5. Out-buildings may be constructed, provided their architecture is in conformity with the residence, thereon. No sheds or sheds may be constructed or placed on any lot which would detract from the general appearance of the addition.
6. No structure previously used shall be moved onto any lot in the addition.
7. 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 a temporary nature or character be used as a residence.
8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition.
9. No dwelling, exclusive of open porches and garages, shall be permitted on any lot having finished floor area of less than 400 sq. feet. All dwellings shall have a minimum of 30% of the front covered with masonry, brick or stone.

In witness whereof, we have hereto set our hands this day August 12, 1970

Philip N. Scott
Philip N. Scott
Joyce Ann Scott
Joyce Ann Scott

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 12 day of August, 1970, personally appeared Philip N. Scott and Joyce Ann Scott to me known to be the identical persons who subscribed and executed the within and foregoing instrument, and acknowledge to me that they executed the same as their free and voluntary act for the purposes set forth therein.

Witness my hand and seal the day and year above written.
My commission expires May 29, 1971.
Anna Jean Denton
Notary Public

Certificate of Survey
I, John F. Sheridan, the duly elected Surveyor of Wagoner Co. Oklahoma and a Registered 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 knowledge.

I hereby certify that the 1969 and had there have been paid on the above description.
John F. Sheridan
John F. Sheridan - LS #45
Wagoner Co. Surveyor
P. Miller County Treasurer