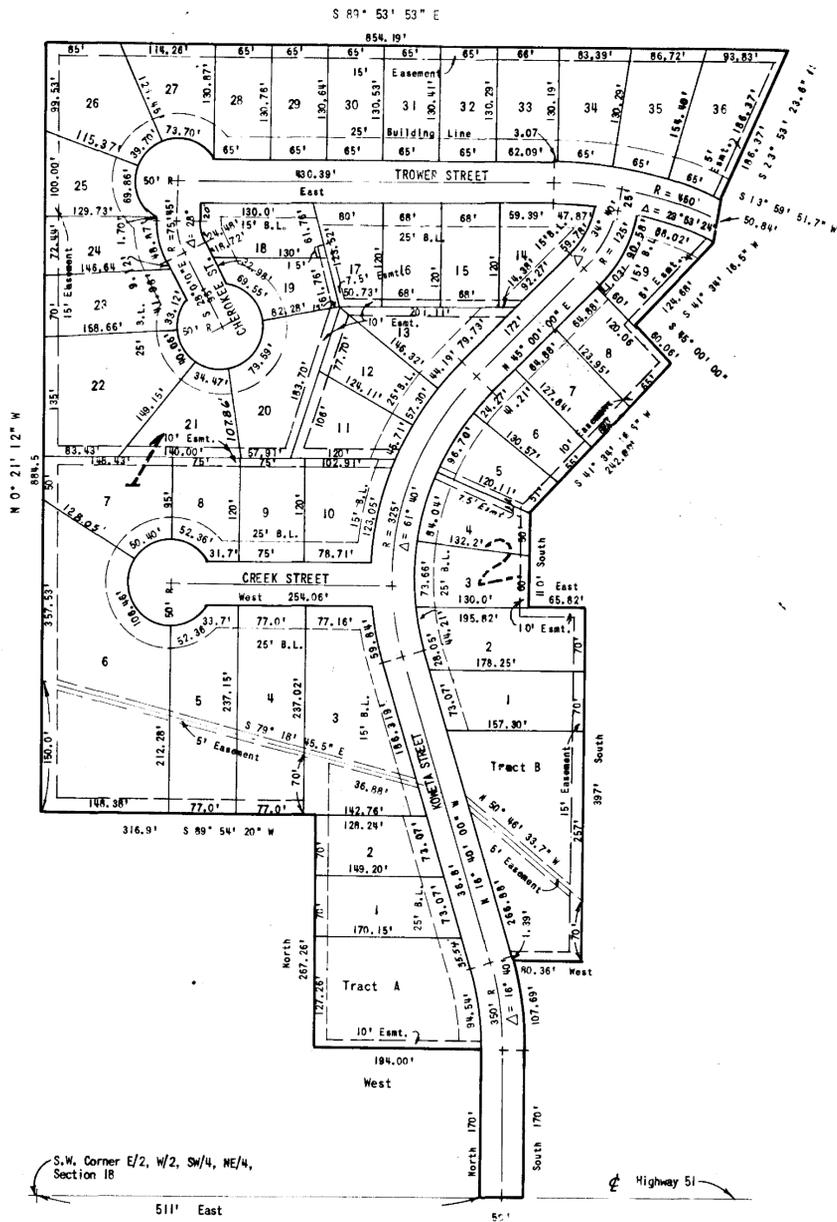
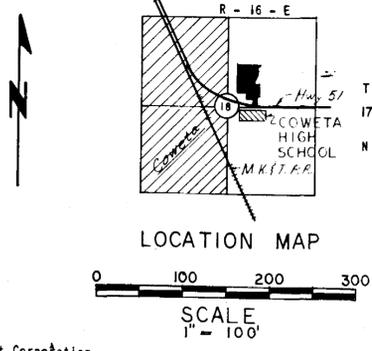


MISSION ACRES WEST

AN ADDITION TO
COWETA OKLAHOMA



Plat Book 5 Page 19
STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in this Office of the
COUNTY CLERK AND RECORDER
MAY 3 1972
AT 2 25 O'CLOCK
JACK C. JONES, County Clerk
By Marie Boyd, Deputy



OWNER
Trower Development Corporation
Coweta, Oklahoma

ENGINEER
Jack L. Spradling & Associates
Tulsa, Oklahoma

15.72 Acres
47 lots

DEED OF DEDICATION AND COVENANTS

Know all men by these present:

That, Trower Development Corporation, being a corporation of the State of Oklahoma, and the owner of the fee simple title in and to a certain tract of land known and described as follows:

Beginning at a point which is 511 feet east of the Southwest (SW) corner of the East half (E/2) of the West half (W/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of section 18, Township 17 North, Range 16 East, Inolan Base Meridian, Wagoner County, Oklahoma, said point being on the South line of said Northeast Quarter (NE/4); thence North 170 feet to a point, thence West 194 feet to a point, thence North 267.26' to a point, thence S 89° 54' 20" W a distance of 316.9 feet to a point, thence N 0° 21' 12" W a distance of 884.5 feet to a point on the North line of said SW/4, NE/4, thence S 89° 53' 53" E along said north line a distance of 854.196' to a point, thence S 28° 53' 23.6" W a distance of 155.37 feet to a point, thence S 13° 50' 51.7" W a distance of 50.84 feet to a point, thence S 41° 34' 16.5" W a distance of 124.68' feet to a point, thence S 45° 0' 0" E a distance of 60.06 feet to a point, thence S 41° 34' 16.5" W a distance of 242.0 feet to a point, thence South a distance of 110 feet to a point, thence East a distance of 65.82 feet to a point, thence South a distance of 397 feet to a point, thence West a distance of 80.36 feet to a point, thence Southerly along a curve to the right having a radius of 375' a distance of 107.69 feet to a point, thence South a distance of 170 feet to a point on the South line of said Northeast Quarter (NE/4) thence, west along said south line 50 feet to the point of beginning, containing 15.72 Acres more or less, and have caused the same to be surveyed, staked, and platted into Lots, Blocks and Streets, designating the same as MISSION ACRES WEST, An addition to the Town of Coweta, Oklahoma.

Whereas, the above named owner being desirous of maintaining conformity to the improvements and providing protection for the future owners of the above named addition, and further to provide the necessary streets and other conveniences, do hereby dedicate easements as shown on said plat, and impose the following restrictive covenants for the mutual benefit of themselves and their successors in title to all and any portion of said tract, hereinafter referred to as Lots, and to create easements as hereinafter described to which it shall be incumbent upon them or their successors to adhere and observe as follows, to-wit:

- (1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. Tract A shall be used for commercial use only. Tract B shall be used for park and recreational purposes only.
- (2) The floor area of the main structure, exclusive of open porches and garages, shall be not less than 1000 square feet.
- (3) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a detached garage located fifty feet or more from the minimum building set-back line.
- (4) Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and re-modeling or converting same into a dwelling unit in this subdivision.
- (5) Exposed exterior wall area, exclusive of doors, windows and gable area, shall be 25 percent masonry or masonry veneer. Masonry material shall be of quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement Brick or quarry stone. Exterior wall materials, exclusive of the required masonry area, shall be of standard construction material selected and designed to add to the architectural appearance of the building.
- (6) No dwelling shall be erected or placed on any lot having a width or square foot area less than that shown on recorded plat.
- (7) No fence shall be constructed or allowed to remain in front of the minimum building set-back line.
- (8) Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or lots overnight and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in subdivision at any time.
- (9) 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 nuisance to the neighborhood.
- (10) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (11) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (12) All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence or other obstruction shall be placed in any easement or alleyway, and that full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance operation or installation of such utility.

- (13) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted upon any lot.
- (14) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- (15) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (16) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended.
- (17) No individual water supply system of sewerage disposal system shall be permitted on any lot.
- (18) Overhead pole lines may be installed along the west side of said addition; elsewhere, all supply of electric, telephone or other service shall be located underground in the easement ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as 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 addition may 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 said lot; provided that upon the installation of such a service cable to a particular house, the supplier of such 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 of said house. The supplier of such service, through its proper agents and employees, shall at all times have right of access to all such easements 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 facilities so installed by it. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. Repairs or cost of relocation, required by violation of this covenant shall be paid for by the owner of the lots. The foregoing covenants shall be enforceable by the supplier of service, and the owner of each lot agrees to be bound hereby.
- (19) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (20) 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.

The undersigned owner further dedicates to the public use as easement and right-of-way as shown and designated on the accompanying plat for the purposes of construction, maintenance and operation, streets, sanitary sewers, telephone lines, electric power lines, gas lines, and water lines and/or any and all facilities with right to ingress and egress upon said right-of-way, for the uses and purposes aforesaid, so long as in the foregoing easements and are used for the public.

Dated this 2nd day of May, 1972

William R. Trower
William R. Trower, President
Lucille Trower
Lucille Trower, Secretary

ATTEST

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public in and for said county and State, on the day shown above personally appeared William R. Trower, known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Witness my hand and seal this 2nd day of May, 1972.
My commission expires 7-9-72.

Marie Boyd
Notary Public

SURVEYORS CERTIFICATE

I, JACK L. SPRADLING, of Tulsa County, Oklahoma, a Registered Land Surveyor, do hereby certify that I have platted into Lots, Blocks, and streets, MISSION ACRES WEST, An addition to the Town of Coweta, Oklahoma, and that the above plat is a true and correct representation of that survey.

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said county and State, on the day shown above personally appeared Jack L. Spradling, to me known to be the identical person who executed the foregoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Witness my hand and seal this 2nd day of May, 1972.
My commission expires Dec 15, 1975.

Opie Robertson
Notary Public

According to the 1971 tax roll - the town line falls on the above description.
Jack L. Spradling
Jack L. Spradling