

CROSS TIMBER
PROPERTY DESCRIPTION

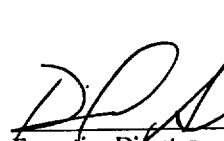
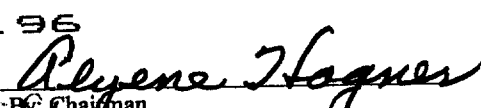
The S1/2 of the SW1/4 of the SW1/4 of the SW1/4 of Section 33, T23N, R13E, Washington County, Oklahoma, more particularly described as beginning at the SW corner of said Section 33; thence N00 00'23"W along the West line of said Section 33, a distance of 329.81 feet to the NW corner of the S1/2 of the SW1/4 of the SW1/4 of the SW1/4 of said Section 33; thence N89 58'19"E along the North line of said S1/2 of the SW1/4 of the SW1/4 of the SW1/4, a distance of 659.83 feet to the NE corner of said S1/2 of the SW1/4 of the SW1/4 of the SW1/4; thence S00 00'08"E along the East line of said S1/2 of the SW1/4 of the SW1/4 of the SW1/4, a distance of 329.79 feet to the SE corner of said S1/2 of the SW1/4 of the SW1/4 of the SW1/4; thence S89 58'13"W along the South line of said Section 33, a distance of 659.80 feet to the point of beginning. Containing 5.00 acres more or less.

And that the Undersigned Owner has caused the above described property to be surveyed, staked and platted and has designated the same as CROSS TIMBER, a subdivision in WASHINGTON County, State of Oklahoma.

RESTRICTIVE COVENANTS

1. All lots in the tract shall be known, described and used solely as residential lots, and no structure shall be erected or placed on any residential lot for dwelling purposes, temporary or permanent, other than one single-family dwelling.
2. No building shall be erected on any residential building lot nearer than the front and side building lines as shown on the plat, nor nearer than 7.5 feet to any side lot line if not otherwise shown on the plat. No fence shall be erected or placed closer to the street than the front building line as shown on the plat. No solid type fences shall exceed 4 feet in height, except interior patio screening fences and no other kind of fence shall exceed 6 feet in height i.e. woven wire or chain link.
3. No residential lot shall be re subdivided into smaller building lots than shown on the record plat.
4. No noxious or offensive trade or enterprise shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. In addition to the single family dwelling mentioned in paragraph 1 above, one out building, not to exceed 120 square feet of floor space and limited to one story, for storage purposes, may be placed on each lot in the backyard. This storage building shall be manufactured commercially of painted metal or wood, or a combination there-of, or field erected of the same materials and to the same quality and esthetics as a commercially manufactured storage building. No other structure, including but not limited to, mobile homes, tents, shacks, lean-tos, detached garages, or barns shall be placed or erected on any lot.
6. No structure previously used shall be moved onto any lot.
7. No dwelling shall be permitted on any residential lot which has a ground floor square foot area of less than 1,000 square feet, excluding open porches and garages.
8. Recreational vehicles shall be kept or stored in rear yard only.
9. No animals, livestock or poultry shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept providing they are not kept, bred, or maintained for commercial purposes.
10. No advertising sign or structure shall be erected, placed or maintained on any lot.
11. No inoperative vehicle or machinery shall be stored on any lot, and each lot shall be maintained free of rubbish, trash, or other debris, and shall be cut, trimmed or mowed to prevent growth of weeds or tall grasses.
12. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors and assigns or persons claiming under them until DEC., 2050, at which time said covenants shall terminate.
13. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
14. The covenants above are enforceable by the lot owners and the Housing Authority of the Cherokee Nation of Oklahoma and its successors and assigns.

IN WITNESS WHEREOF, the said Owner has caused these presents to be executed this 27th day of APRIL 2001.
THE HOUSING AUTHORITY OF THE
CHEROKEE NATION OF OKLAHOMA

 Executive Director DATE 05/14/01 15:19:31 BC Chairman

Filing Fee \$8.00
 Documentary Tax \$0.00
 State of Oklahoma

STATE OF OKLAHOMA
 COUNTY OF WASHINGTON
 WASHINGTON County Clerk
 COUNTY OF CHEROKEE
 PARRISH, WASHINGTON

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of April, 2001, personally appeared David S. [unclear] to me known to be the identical person who subscribed the name of the maker 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.

12-09-02
My commission expires the above date

Carol Patton
Notary Public

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