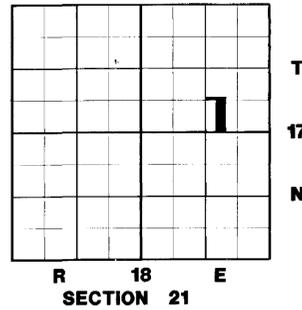


DRAWN BY: T. ROBINSON DATE: 11/22/99  
 CHECKED BY: R. ENTZ FILE NAME: W03643E

**LOCATION MAP**



**RESTRICTIVE COVENANTS**

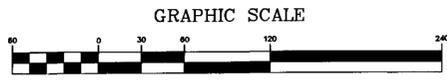
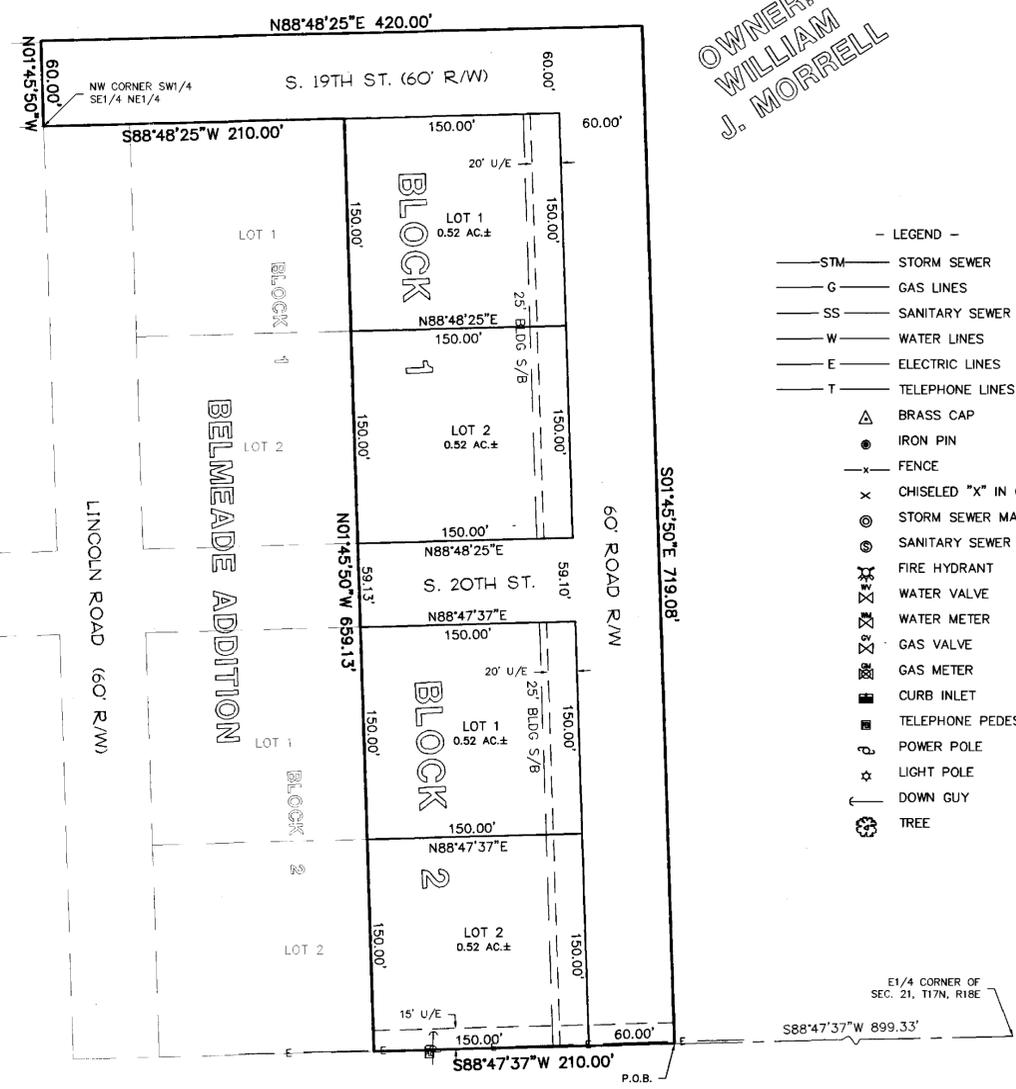
The undersigned do hereby impose the following restrictions and create the easements which shall be binding upon them, their successors and assigns, to-wit:

- These covenants, conditions and restrictions are to run with the title to the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date the covenants are recorded, after which time the same shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to rescind same in whole or in part.
- If the parties hereto, or any of their heirs, or assigns shall violate or attempt to violate any of the covenants, conditions, or restrictions, hereto, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against him or them from so doing or to recover damages or other dues for such violation. Further, the prevailing party in any such action at law or in equity shall be entitled to reimbursement of their costs and attorney fees to be set at the discretions of the Court, in addition to any such damages or issuance of any injunction.
- All lots in the addition shall be known and described as residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single-family dwelling, at least one story in height, with not less than an attached two car garage. All detached garages shall be in conformance with style and material used in main residence.
- No building shall be located nearer to the front of the lot line, nor nearer to the side street line than the building lines shown recorded on the plat; and in any event, no building shall be located nearer than fifteen (15) feet to any side lot line.
- No business or trade activity shall be carried on upon any lot in said addition. No noxious or offensive activity shall be carried on upon any lot, neither shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No building or dwelling unit on any lot shall have less than one thousand four hundred (1400) square feet of enclosed living area for any one single family unit, exclusive of open porches, garages, or breezeways. In the event of a dwelling having more than one story, there shall be a minimum of 1300 square feet on the first story and not less than 400 square feet on the second story, exclusive of open porches, garages, and breezeways.
- Only qualified builders shall be permitted to build in this subdivision and said builders must first be approved by William J. and Flossie Morrell or their successors in title.
- No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial use, that each lot owner shall be restricted to no more than two (2) household pets, and that all pets must be kept fenced or otherwise restrained.
- No dwelling shall hereinafter be erected or placed in any lot which has a roof pitch of less than 5" in 12". All Composition roofing material shall be 240 pound class or greater.
- Construction of new buildings only shall be permitted. It is the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision. Modular or prefabricated homes are not permitted on the tracts in this addition. No mobile homes will be allowed in this addition.
- No structure of 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.
- Except for ornamental fences which shall not exceed 30 inches in height, no fences shall be constructed in front of the building line on any residence on any lot in this addition.
- There shall be no barbed wire.
- Except as hereinafter provided, no lot or parcel shall be used as parking, storing, display or accommodation area for any type of motor vehicle boat, trailer, camper, or motor driven vehicle, except that this covenant shall not exclude the storage of motor homes, boats, trailers, or campers in the back one third (1/3) of any lot and no closer than fifteen (15) feet to any side lot line. Further, no lot or any portion of a lot shall be used to perform any activity thereon such as, but not limited to, maintenance, repair, rebuilding, dismantling, painting, or servicing of any kind.
- No building, residence, fence, retaining wall, or any other type of improvement, including grading and drainage operations, shall be started on any lot until the plans and specifications, plot plan or any other plans or information necessary for ultimate improvement or facility plans for any lot shall have been submitted to and approved by the Planning Commission.
- No advertisement sign or structure shall be erected, placed, or maintained on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, and signs erected by the builder or developer to advertise during the construction and sales period.
- 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. Builder is responsible for cleanup of each lot within 30 days of completion of construction.
- All driveways shall be paved with either asphalt or concrete or gravel. It is the intent of this covenant to prohibit dirt or similar type driveways. Paving is to be completed within 30 days of completion of construction.
- Street light poles and standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

**AMENDED  
 PLAT  
 OF  
 BELMEADE 2nd ADDITION**

**A PART OF THE SW1/4 OF THE  
 SE1/4 OF THE NE1/4 OF SECTION 21, T17N,  
 R18E, OF THE I.B. & M., WAGONER  
 COUNTY, STATE OF OKLAHOMA**

**OWNER:  
 WILLIAM  
 J. MORRELL**



BEARINGS ARE BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM.

**OWNER'S CERTIFICATE AND DEDICATION**

STATE OF OKLAHOMA }  
 COUNTY OF WAGONER }

KNOW ALL MEN BY THESE PRESENTS, that we, William J. & Flossie Morrell, husband and wife, hereby certify that we are the Owners of the and the persons having any right, title or interests to the following described tract of land, to-wit:

A part of the SW1/4 of the SE1/4 of the NE1/4 of Section 21, T17N, R18E, of the I.B. & M., Wagoner County, State of Oklahoma, more particularly described as follows: Commencing at the E1/4 Corner of said Section 21; thence S 88°47'37" W along the South line of NE1/4 of said Section 21 a distance of 899.33 feet to the Point of Beginning; thence continuing S 88°47'37" W along said south line a distance of 210.00 feet to the Southeast Corner of Belmeade Addition; thence N 01°45'50" W along the east line thereof a distance of 659.13 feet to the Northeast Corner of said Belmeade Addition; thence S88°48'25"W a distance of 210.00 feet to the northwest corner of Belmeade Addition also being the northwest corner of said SW1/4 SE1/4 NE1/4; thence N01°45'50"W a distance of 60.00 feet; thence N 88°48'25" E parallel to the north line of said SW1/4 SE1/4 NE1/4 a distance of 420.00 feet; thence S 01°45'50" E a distance of 719.08 feet to the Point of Beginning, containing 3.76 acres, more or less.

We further certify that we have caused said tract of land to be platted into lots and blocks and have caused this plat to be made of said tract showing accurate dimension of lots and streets. We hereby designate said tract of land as the Amended Plat of Belmeade 2nd Addition and dedicate to public use all streets and utility easements as shown hereon.

*William J. Morrell*  
 William J. Morrell  
*Flossie Morrell*  
 Flossie Morrell

STATE OF OKLAHOMA  
 COUNTY OF WAGONER

Before me, the undersigned, a notary public in and for the County of Wagoner, State of Oklahoma, personally appeared William J. & Flossie Morrell, to me known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose set forth.

WITNESS my hand and seal this 23rd day of November, 1999.

*Brenda Johnson*  
 Brenda Johnson  
 Notary Public

My Commission expires: 9-1-00

**CERTIFICATE OF SURVEY**

KNOW ALL MEN BY THESE PRESENTS, that I, Roy Entz, a resident of Muskogee County, State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and platted into lots and blocks the above described property and that this plat is a true and correct representation thereof, I further certify that this plat meets the minimum standards for the practice of land surveying.

WITNESS my hand and seal this 22nd day of NOVEMBER, 1999.

*Roy Entz*  
 Roy Entz, Land Surveyor 319  
 C.A. #545 expires 6/30/2001



STATE OF OKLAHOMA  
 COUNTY OF MUSKOGEE

Before me, the undersigned, a notary public in and for the County of Muskogee, State of Oklahoma, personally appeared Roy Entz to me 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 purpose herein set forth.

WITNESS my hand and seal this 2nd day of November, 1999.

*Paula Smith*  
 Paula Smith  
 Notary Public

My Commission expires: 4-14-03



**TREASURER'S CERTIFICATE**

I hereby certify that as to all real estate involved in the plat, all taxes have been paid for 1998 as reflected by the current tax roll and that there are no taxes due for prior years, and security has been provided for 1999 taxes not as yet certified to me.

*Mary Ann Lyden*  
 Mary Ann Lyden  
 County Treasurer

**CERTIFICATE OF COUNTY CLERK**

This plat has been filed in the office of the County Clerk, Wagoner County, Oklahoma, this 16th day of December, 1999.  
 Book \_\_\_\_\_ Page \_\_\_\_\_

*Jerry Fields*  
 Jerry Fields  
 County Clerk

APPROVED: City of Wagoner

Date: 12/13/99

*Sam Jones*  
 Mayor

ATTEST: *Linda K. Taylor*  
 Linda K. Taylor  
 City Clerk

APPROVED: Planning Commission

Date: November 23, 1999

*Brenda Johnson*  
 Brenda Johnson, Clerk

PREPARED BY:  
 ENTZ ENGINEERING & ASSOC.  
 600 EMPORIA STE. 'C'  
 MUSKOGEE, OK 74401  
 (918) 682-3832