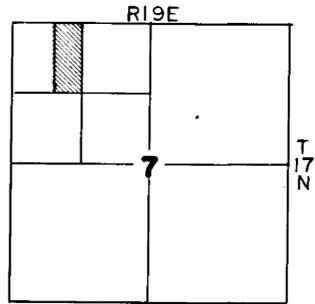


NORTH BAY ESTATES AMENDED

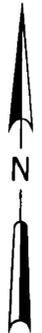
Plat Book 5 - 174
 SEP 12 1979
 AT 3:45
 [Signature]

AMENDED RESTRICTIVE COVENANTS

- All lots in above mentioned subdivision shall be known and used solely for a single family residence not exceeding two stories in height.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at anytime as a residence either temporary or permanent.
- No residence or home shall be erected whose ground floor square foot area is less than 1,000 square feet exclusive of porches and garages.
- No commercial enterprise, noxious or offensive trade or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may become annoyance or nuisance to the neighborhood.
- No buildings or structures shall be located closer than twenty-five (25') feet to front and back of property line and no closer than fifteen (15') feet to side property lines.
- Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this subdivision.
- Thirty (30%) percent exteriors of all dwellings must be constructed of brick or stone.
- No cess pool, leaking tank or privy shall be built, erected or allowed to remain on any lot and no drain from septic tank shall be constructed within fifteen (15') feet of property lines. All such septic tanks shall be built in compliance with all state and county health laws. All such septic tanks shall be at least one thousand (1,000) gallons. All bridges, footpaths, fences and other structures shall be made as not to obstruct and dam or as to constitute an obstruction across any creek or to pollute or allow anything else to pollute any creek or allow sewage or waste materials to enter any creek.
- No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.
- 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 purpose.
- No junk or salvage cars will be permitted in addition. No converted school buses to be parked in addition.
- No advertising sign larger than six (6) square feet shall be allowed in front of any lot.
- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- All easements for the installation and maintenance of utilities and drainage facilities are reserved. It is further provided that no shrubbery, fence or other obstruction shall be placed in any easement, 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.
- All roads in above mentioned subdivision are dedicated for public use.
- All restrictive covenants found in Plat Book 5 at Page 15 which are inconsistent herewith are hereby revoked.
- Term. 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 twenty-five (25) years from the date the covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.



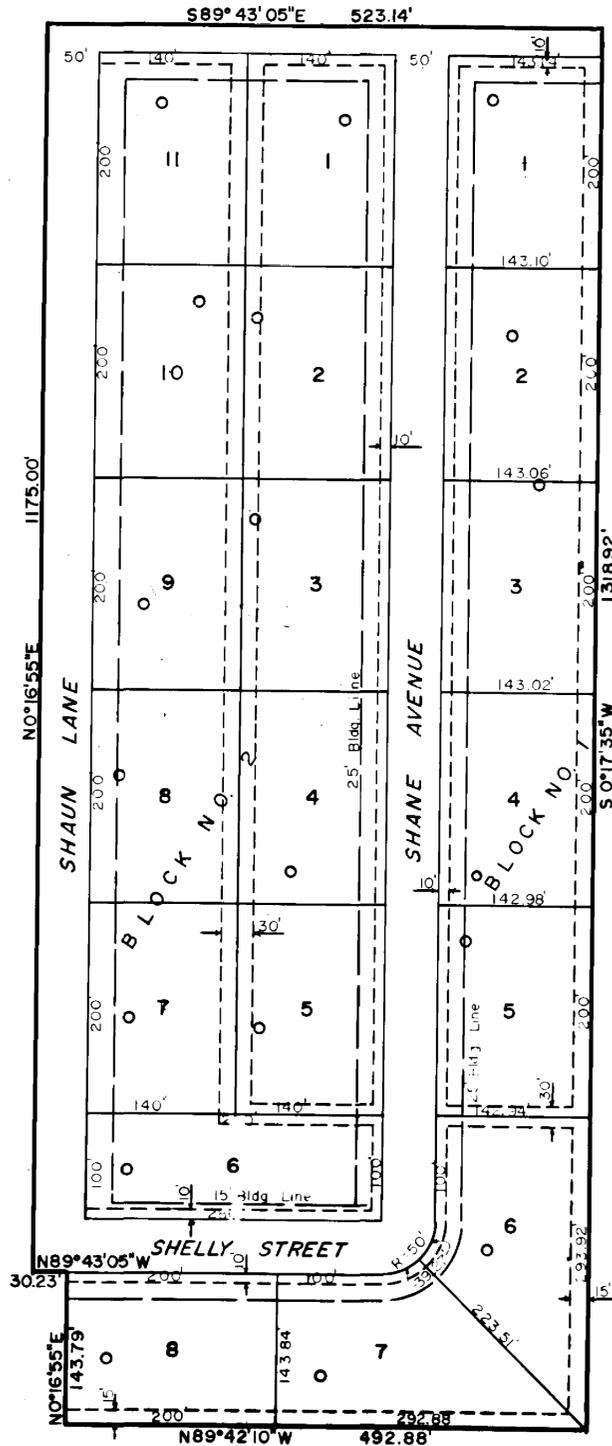
LOCATION MAP
Scale: 1" = 2000'



SCALE: 1" = 100'

Utility easement PERCOLATION TEST DATA

BLOCK 1		BLOCK 2	
LOT	Min./In.	LOT	Min./In.
" 2 "	"	" 5 "	"
" 3 "	"	" 3 "	"
" 4 "	"	" 4 "	"
" 5 "	"	" 7 "	"
" 6 "	"	" 6 "	"
" 7 "	"	" 2 "	"
" 8 "	"	" 8 "	"
		" 9 "	"
		" 10 "	"
		" 11 "	"



OWNERS'S CERTIFICATE AND DEDICATION

State of Oklahoma
) ss
County of Wagoner)

KNOW ALL MEN BY THESE PRESENTS THAT WE, Gary L. and Gloria J. Everett hereby certify that we are the Owners of and the persons having any right, title or interests to the following described tract of land, to-wit:

A part of the NW¹, NW², of Section 7, T17N, R19E, more particularly described as follows: Beginning at the North-east corner of said NW¹, NW², thence S 0° 17' 35" W along the East line of said NW¹, NW², a distance of 1,418.92 feet to the Southeast corner thereof, thence N 89° 42' 10" W along the South line of said NW¹, NW², a distance of 492.88 feet, thence N 0° 16' 55" E a distance of 143.79 feet, thence N 89° 43' 05" W a distance of 40.23 feet, thence N 0° 16' 55" E a distance of 1,175.00 feet to a point on the North line of said NW¹, NW², thence S 89° 43' 05" W along said North line a distance of 523.14 feet to the point of beginning. All in Wagoner County, State of Oklahoma and containing 15.74 acres, more or less.

We further certify that we have caused said tract of land to be surveyed into lots and roads and have caused this plat to be made of said tract showing accurate dimensions of lots and widths of streets. We hereby designate said tract of land as NORTH BAY ESTATES AMENDED and hereby dedicate to public use all roads and streets within the subdivision. All land so dedicated to public use is free and clear of all encumbrances. We hereby reserve for installation and maintenance of utilities with right of ingress and egress a strip of land as shown on the plat.

Gary L. Everett
Gary L. Everett, Owner

Gloria J. Everett
Gloria J. Everett, Owner

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 Gary L. and Gloria J. Everett, 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 therein set forth.

WITNESS my hand and seal this 12th day of Sept., 1979

Rubena D. Vaughn
Notary Public

My Commission expires Jan. 28, 1981

CERTIFICATE OF SURVEY

Know all men by these presents that we, ENTZ ENGINEERING AND ASSOCIATES, INC., a resident of Muskogee County, State of Oklahoma, do hereby certify that we have carefully and accurately surveyed and staked into lots and streets the above described property and that this plat is a true and correct representation thereof.

WITNESS my hand and seal this 29th day of August, 1979

ENTZ ENGINEERING AND ASSOCIATES, Inc.
Roy Entz
Roy Entz, Land Surveyor



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 therein set forth.

WITNESS my hand and seal this 29th day of August, 1979

William D. Conally
Notary Public

My Commission expires 12-4-81

TREASURER'S CERTIFICATE

I hereby certify that, as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax roll and security has been provided for 1979 taxes not yet certified to me.

Wagoner County Treasurer

The Oklahoma State Department of Health certifies that this plat is approved for the construction of individual sewage disposal systems.

I, the undersigned, County Treasurer, do hereby certify that the taxes shown on the tax roll for 1979 are correct.
 SIGNED *Oscar W. Sparks* R.P.S. DATE 8-31-1979
 Wagoner County Health Department