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of the County Clerk of Osage County, State of Oklahoma.
Recorded in Book 838 page 903. Plat #142.

CRYSTAL BAY ESTATES (AN AMENDED PLAT OF CRYSTAL BAY SUBDIVISION)
A SUBDIVISION OF PART OF SECTION 21, T-22-N, R-11-E OSAGE COUNTY,
OKLAHOMA
SUBDIVISION CONTAINS 51 LOTS

DEDICATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CRYSTAL BAY ESTATES

THIS DEDICATION AND DECLARATION is made on the date hereinafter
set forth by Crystal Bay Estates, Inc. and Big Red Leasing, Inc.,
Oklahoma Corporations, hereinafter collectively referred to as
"Declarants."

W I T N E S S E T H:

WHEREAS, Declarants are the sole owners of certain property in
Osage County, State of Oklahoma, which is more particularly described
as follows:

PROPERTY DESCRIPTION

Beginning at a point on the East line of the SW 1/4 of the NE 1/4 of
Section 21, Township 22 North, Range 11 East of the I. B. & M.,
Osage County, Oklahoma that is 15 feet North of the SE corner of
said SW 1/4 of NE 1/4 thence S 88°38'09" W 260.01 feet; thence
N 01°21'36" W 58.78 feet; thence S 88°38'24" W 120.00 feet;
thence S 01°21'36" E. 30.46 feet; thence S 86°28'47" W 120.52
feet; thence on a curve concave to the West of radius 610.00 feet
having a chord of N 2°48'22" W and 13.06 feet; thence S 87°42'23"
W 179.94 feet; thence S 01°21'36" E 7.00 feet; thence S 88°38'24"
W 180.00 feet; thence on a curve concave to the West of radius
226.62 feet having a chord of N 11°28'29" W and 79.58 feet;
thence S 69°33'43" W 162.72 feet; thence North 25.00 feet; thence
N 56°26'35" W 350.53 feet; thence S 73°56'40" W 393.23 feet; thence
N 05°42'38" E 653.24 feet; thence N 15°24'37" E 809.09 feet;
thence N 40°24'34" E 485.93 feet; thence N 86°20'52" E 235.48
feet; thence S 66°39'22" E 517.35 ft., thence S 75°50'55" E
366.72 feet; thence S 01°19'02" E 1632.31 feet to the point of
beginning; containing 61.00 acres more or less.

All of the above described property is subject to any easements
and/or right-of-ways that may be of record.

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WHEREAS, Declarants have platted the above-described property as "Crystal Bay Estates," a subdivision in part of Section 21, T-22-N, R-11-E, and part of Section 21, T-22-N, R-11-E, Osage County; and

WHEREAS, Declarants desire to provide for an orderly development of Crystal Bay Estates.

NOW, THEREFORE, Declarants hereby declare that all of the property within Crystal Bay Estates shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the land and be binding on all parties having any right, title or interest in such property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association shall mean and refer to Crystal Bay Estates Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Crystal Bay Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described and platted as Crystal Bay Estates, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of Crystal Bay Estates.

Section 5. "Declarants" shall mean and refer to Crystal Bay Estates, Inc., an Oklahoma Corporation whose President is Harry E. "Hank" Benson and Big Red Leasing, an Oklahoma Corporation whose President is Steve Mosher, collective heirs, successors and assigns, provided such heirs, successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II STREETS AND UTILITY EASEMENTS

Section 1. Declarants to hereby dedicate for public use forever the public streets as shown on the Plat of "Crystal Bay Estates" (hereinafter "Plat,") and do further state that until such time as the Osage County Commissioner shall accept the public dedication of streets and the responsibility of maintaining said streets, it shall be the responsibility of the Association to maintain the same through fees imposed as further discussed in Article VI below. Declarants do

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hereby dedicate for public use the easements and the rights-of-way a shown for the several purposes of constructing, maintaining, operating, repairing, removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines, water lines and cable television lines, together with all fittings and equipment for each of such facilities, including any poles, wires, conduits, pipes, valves or meters in said easements and rights-of-way: provided, however, that Declarants hereby reserve the right to construct, maintain and operate utilities, together with the right of ingress and egress over, across and along all of the utility easement areas shown on the Plat, for the purpose of furnishing services to the area included within the Plat.

Section 2. All of the Lots are subject to the following provisions for water, sanitary sewer and septic services, to wit:

(a) The Owner of any Lot shall be responsible for the protection of the public water mains located on the Owner's Lot, shall prevent any alteration of grade within the easement areas in excess of one foot (01') from the original contours and shall prevent any construction activity which may interfere with such water mains.

(b) Each Owner will be responsible for the installation and maintenance of sanitary sewer and septic facilities on each such Owner's Lot. Such installation shall be in compliance with the Oklahoma State Department of Health's "Standards for Water Pollution Control Facilities," as applicable, and upon acceptance of a deed by an owner to a Lot, such owner accepts the Lot in its then condition and assumes all responsibilities for proper installation, maintenance and operation of any sanitary sewer or septic system installed on the Lot. No major soil modification may occur in an area designated for septic system disposal.

(c) The Association or its designated contractor through its proper agents and employees, shall at all times have the right of access with their equipment to all such easements shown on the Plat, or provided for in this Dedication, for the purpose of installing, maintaining, removing or replacing all or any portion of any underground public water and sewer facilities. The Association is not obligated to perform the above, but does have the right to do so.

Section 3. All of the Lots are subject to the following provisions for gas, water, electric, telephone and cable television services, to-wit:

(a) Overhead pole lines, service pedestals and transformers for the supply of electric, telephone and cable television shall be located within the easements reserved for general utility services or within street rights-of-way. Street light poles or standards shall be served by underground cable. Natural gas and water lines shall be located underground in the easements reserved for general utility services, or within street rights-of-way.

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(b) Each house on a Lot within said Addition shall be served by underground electric, telephone, cable television lines, gas and water service lines which service may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house upon each such Lot; provided, that upon installation of such a service line or 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 such Lot, covering five-foot strip extending 2.5 feet on each side of such service line or cable, extending from the service pedestal or transformer to the entrance at such house.

(c) Each owner shall be responsible for the protection of the undersigned service facilities located on the Owner's Lot and shall prevent the alteration of grade or any construction activity which may interfere with such service facilities. The various utility or service companies will be responsible for ordinary maintenance of their respective facilities, but each Owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the Owner, the Owner's agents or contractors.

(d) The suppliers of such services, through their proper agents and employees, shall at all times have the right of access to and upon all such easements shown on the Plat, or provided for in this Dedication, for the purpose of installing, maintaining, removing or replacing any portion of facilities installed by them.

(e) The foregoing covenants and restrictions concerning service facilities shall be enforceable by the respective suppliers of such services.

ARTICLE III USES OF LAND

Section 1. All Lots shall be used for single family residences unless otherwise approved in writing by the Architectural Committee as established in Article VIII, below. During or after construction of a residence with attached garage, there may be constructed guest quarters after approval in writing by the Architectural Committee.

Section 2. No noxious or offensive activity shall be carried on or maintained on any Lot or Common Area, nor shall any business or commercial activity be conducted.

Section 3. No Lot may be re-subdivided; provided, however, that the Declarants hereby reserve the right to change Lot outlines, descriptions and uses if considered necessary or

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advisable for the benefit of the subdivision during the period of time that said Lots are owned by the Declarants; provided, further, that the request of the Owner of Lots Eleven (11) and Twelve (12) in Block Three (3) is here by approved to split said Lots approximately half from north to south, and to tie the eastern half of Lot Eleven (11) to the eastern half of Lot Twelve (12), and to tie the western half of Lot Eleven (11) to the western half of Lot Twelve (12), so that the former resulting Lot ("New Lot 11") will face north on Summit Drive and the latter Lot ("New Lot 12") will face north on Summit Drive as well as west on Scenic Circle, and such splitting and tying shall not be deemed to constitute a violation of this Section, but is hereby expressly approved. Two or more Lots may be combined for one structure provided easements are protected with the requirement that any combining of Lots must be approved in writing by the Architectural Committee.

ARTICLE IV RESTRICTIONS

Section 1. Each building structure, on a Lot must be so situated that parking area for at least two automobiles will be available on a paved surface within the property lines of the Lot. In order to minimize the impact to the sight-lines and overlooks from each Lot to Skiatook Lake, no structure shall be greater than twenty-four (24) feet in height as measured from the level of virgin topsoil at the highest point of natural elevation beneath the structure; provided that it is hereby expressly agreed that all structures existing within the Property comprising the Subdivision as of March 3, 2003, or under construction on that date pursuant to plans submitted to and approved by the Architectural Committee, are and shall be deemed to be in compliance with the requirements of this Section. No dwelling, excluding garage, shall contain less than 2,400 square feet. In addition to building lines shown on the Plat, there shall be side-yard setbacks of no less than five (5) feet for all structures.

Section 2. No horses, cows, poultry, fowl, bees, livestock, fish, animals, or reptiles, of any kind, may be kept on any Lot, Common Area or street. A total of two pets, limited to dogs and cats per family will be allowed; provided, they are kept within the home, within fenced areas placed in the rear of the home or on a leash when outside. Small birds, such as a canary or a parakeet, may be kept in a cage, and small fish may be kept in an aquarium within the home. None of the above may be kept, bred or raised for commercial purposes.

Continue

Section 3. No garbage, trash, or refuse of any kind may be dumped on any Lot, street, or Common Area. All garbage, trash or other waste shall be kept in sanitary containers. No garbage or trash shall be burned on any Lot, street or Common Area at any time.

Section 4. No garbage or out-building, excluding approved guest quarters, shall be used as a residence or living quarters. All garages, out-buildings and approved quarters must conform to the architectural design of the residence on the same Lot.

Section 5. No permanent outside toilets will be permitted. No installation of any kind for disposal of sewage will be allowed which would result in raw or untreated sewage being discharged from any Lot or carried in the waters of Skiatook Reservoir. All septic tanks and every other means of sewage disposal must be approved by the Architectural Committee and must meet the requirements of and be approved in writing by the State of Oklahoma Health Department and any other governmental agency having jurisdiction.

Section 6. No structure or shelter of a temporary character shall ever be used as a residence, temporary or permanent. No building or other structure shall be constructed on any Lot which would in any way impede the natural drainage of the Lot. No grading, scraping, excavating or drilling shall be commenced which will interfere with or damage any surface or subsurface utility line, wire or easement.

Section 7. No planting, foliage, trees or other landscaping items or fences shall be placed on Lots which would impede sight level. No antenna or satellite dish shall extend higher than six (6) feet above the highest ridge line of any structure to which it is attached. No satellite dish shall have a diameter of more than ten (10) feet or have a mounting pedestal higher than two (2) feet above the base floor level of the residence.

Section 8. The overland drainage easements shown on the Plat, if any, are intended for use by all owners and all companies maintaining utilities thereon. Owners shall keep these easements clear of all buildings, fences, shrubbery, or any other items which may hinder or restrict drainage.

Section 9. No fence over six feet in height may be constructed on any Lot. No fence of any height may be constructed nearer the street than the front line of the residence unless approved in writing by the architectural committee. No industrial style or farm fencing may be placed on any Lot (i.e., hog, chicken or barbed wire).

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Section 10. All Lots must be kept free from brush and high grass. No trash or rubbish shall be permitted to accumulate on any Lot. No junk cars or abandoned or unusable automobiles shall be left on any Lot or street within the subdivision. Same may be removed by the Association after ten days warning period, and the cost of removal shall be charged against the Owner.

Section 11. The use of any vehicle, whether crawler-type or otherwise, which would damage the streets of Crystal Bay Estates is prohibited. The discharging of firearms and/or fireworks in Crystal Bay Estates is also prohibited.

Section 12. No permanent exterior clothes lines are permitted. No propane tank may be placed closer to the street than the rear most wall of the residential structure. In addition, propane tanks on corner Lots will be closer to the side street than the wall of the residential structure which is nearest said side street.

Section 13. It shall be allowed that Owners of Lots in Crystal Bay Estates may store on their property either one boat/trailer combination or one recreational vehicle. No other boats, boat trailers, campers, recreational vehicles, or mobile homes shall be stored or placed on any Lot or adjacent street for a period greater than forty-eight (48) hours.

Section 14. Owners shall use only the utility services provided by the Association or public utilities approved by the Declarant or the Association.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A

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membership upon the earlier occurrence of either of the following events:

(a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) the 1st day of April, 2022.

ARTICLE VI COVENANT FOR MAINTENANCE

Section 1. The Declarants, for each Lot owned hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments are to be established and collected as hereinafter provided. Notwithstanding the foregoing, Declarants shall not be required to pay any such assessments while the Class B membership still exists, provided, however, that while the Class B membership exists, any expenses of operation of the Association which exceed the regular assessments received from the Owners shall be the binding responsibility and obligation of the Declarants. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

Section 2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Crystal Bay Estates. As part of the annual assessment there shall be assessed against each Lot an annual charge for maintenance of the streets, street lighting and street signs. Such assessments shall be segregated in a separate account from all other assessments collected by the Association and such funds shall be applied only to the maintenance, repair and replacement of the above listed items.

Section 3. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$25.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors each year.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% only by a vote of two-thirds (2/3) of each class of members who may vote, in person or by proxy, at a meeting duly called for this purpose and as provided in the Association By-Laws.

Section 4. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto: provided, that any such assessment shall have a minimum assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4, directly above, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the subject Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the succeeding Owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

No septic system, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, or in the contours of any Lot, be made until an application for approval, to include the plans and speci-

fications, plot plan and elevation with a complete set of construction plans, showing the nature, kind, shape, height, materials, and location of the same, and compliance with the restrictions set forth in Article IV hereof, shall have been submitted in writing to, and a written reply received by the applicant from, an Architectural Committee comprised of three (3) or more representatives appointed by, and subject to the control of, the Board of Directors. A copy of the application pending a review by said Committee shall be promptly submitted to the Board of Directors for review. If not disapproved or modified by the Directors within ten (10) days thereafter, the decision of the Committee shall be conclusively deemed approved by the Board. In the event that the Committee and the Board of Directors fail to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, such plans and specifications shall be deemed approved and the requirements of this Article fully satisfied.

ARTICLE VIII GENERAL PROVISIONS

Section 1. The Association, or any Owner, shall have the right

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to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Dedication and Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. The covenants and restrictions of this Dedication and Declaration shall run with and bind the land for a term of thirty (30) years from the date of its recordation after which time they shall be automatically extended for successive periods of ten (10) years. This Dedication and Declaration may be amended during the first thirty (30) year period by an instrument signed by owner's owning not less than ninety percent (90%) of the Lots, and thereafter, by an instrument signed by owners owning not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 4. Additional property may be annexed to Crystal Bay with the consent of two-thirds (2/3) of each class of members.

Section 5. As long as there is a Class B membership and the Property has been submitted to the regulation of any federal agency (FHA, VA, FNMA, etc.), the following actions will require additional properties, dedication of Common Area and amendment of this Dedication and Declaration. The undersigned declarants further dedicate to the public use as easement and right-of-way shown and designated on the accompanying plat for the purposes of construction, maintenance and operation, streets, telephone lines, electric power lines and water lines and/or any and all facilities with the right of ingress and egress into and upon said foregoing easements and are used for the public.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have hereunto set their hands and seals this 26th day of July, 1993.

DECLARANTS:

Hank Benson
 President, Crystal Bay Estates, Inc. (SEAL)
 Steve Mosher
 Secretary, Crystal Bay Estates, Inc.
 Steve Mosher
 President, Big Red Leasing, Inc. (SEAL)
 Vicky Mosher
 Secretary, Big Red Leasing, Inc.

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Acknowledged July 26th, 1993, by "Hank Benson & Steve Mosher, *** President and Secretary of Crystal Bay Estates, Inc., an Oklahoma corporation," before Freeda Jernigan, Notary Public, in and for the COUNTY OF OSAGE, STATE OF OKLAHOMA. SEAL. My Commission Expires: 11-18-96.

SURVEYOR'S CERTIFICATE

I, A. B. Watson, Jr., the undersigned do hereby certify that I am by profession a land surveyor and the annexed map of Crystal Bay Estates correctly represents a survey made under my supervision on the 26th day of July, 1993, and that all of the monuments shown hereon actually exist and their positions are correctly shown.

A. B. Watson, Jr.
A. B. Watson, Jr.
L. S. #1057

SEAL

Acknowledged July 26th, 1993, by "A. B. Watson, Jr.," before Darlene Bricker, Notary Public, in and for the COUNTY OF OSAGE, STATE OF OKLAHOMA. SEAL. My Commission Expires: 2/12/95.

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer of Osage County, Oklahoma, hereby certify that all taxes for 1993 and all previous years have been paid on the foregoing described land. Dated this 2nd day of August, 1993.

Joyce Hathcoat by Sandra Swindell
1st Deputy
County Treasurer
Osage County, Oklahoma

SEAL

PLANNING COMMISSION APPROVAL

I, William McBee, Jr., Chairman/Secretary, of the Pawhuska-Osage County Metropolitan Area Planning Commission, hereby certify that the said Commission duly approved the annexed map of Crystal Bay Amended on the 2nd day of August, 1993.

William McBee, Jr.
Chairman/Secretary

SEAL

ACCEPTANCE OF DEDICATION BY COUNTY COMMISSION:

Be it resolved by the Board of County Commissioners of Osage County, Oklahoma, that the dedication shown on the above plat of Crystal Bay Estates are hereby accepted.

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Adopted by the Board of County Commissioners this 2 day of August, 1993.

Approved by the Chairman of the Board of County Commissioners of Osage County this 2 day of August, 1993.

C. H. Ballard
Chairman

SEAL

ATTEST:

P. Cedar, 1st deputy
County Clerk

CERTIFICATE

I certify that I have approved the application and plan for a plat of a residential development which is on file at the Department of Environmental Quality and hereby approve this plat for the use of public water systems and residential sewage systems.

Date: 8/2/93.

Signed: Richard E. Forbes RS 986
Environmental Specialist
Department of Environmental Quality

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have hereunto set their hands and seals this 26th day of July, 1993.

DECLARANTS:

Hank Benson
President, Crystal Bay Estates, Inc. (SEAL)
Steve Mosher
Secretary, Crystal Bay Estates, Inc.

Steve Mosher
President, Big Red Leasing, Inc. (SEAL)
Vicky Mosher
Secretary, Big Red Leasing, Inc.

Acknowledged July 26th, 1993, by "Steve Mosher & Vicky Mosher, *** President and Secretary of Big Red Leasing, Inc.," before Freeda Jernigan, Notary Public, in and for the COUNTY OF OSAGE, STATE OF OKLAHOMA. SEAL. My Commission Expires 11-18-96.

Toby Bighorse - Osage County Clerk
Recorded/Filed on 05/12/2003 at 2:25PM Inst Type: RESTCOV
DOC: 2003-4600 Book 1132 Page 508 to 521 (14 pages)
Receipt Number: 2003-00003720 Fees: \$34.00
DOC Stamps:

AMENDMENT TO DEDICATION AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CRYSTAL BAY ESTATES



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Dedication and Declaration of Covenants, Conditions and Restrictions (the "**Dedication**") for Crystal Bay Estates, an Amended Plat of Crystal Bay Subdivision (the "**Subdivision**"), a subdivision of Part of Section 21, T-22-N, R-11-E, Osage County, Oklahoma, containing fifty-one (51) Lots, was filed for record on August 6, 1993 and was recorded in Book 838, Page 903, Plat No. 142, Osage County, Oklahoma;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Dedication;

WHEREAS, the undersigned constitute the Owners of ninety percent (90%) or more of Lots situated in the Subdivision;

WHEREAS, the undersigned desire to amend Article III, Section 3, of the Dedication to permit the re-subdivision of Lots Eleven (11) and Twelve (12), in Block Three (3) of the Development by the Record Owner thereof, so that each of said Lots may be split approximately in half from north to south, and so that the eastern half of each of said Lots may be tied together and the western half of each of said Lots may also be tied together;

BE IT HEREBY RESOLVED THAT Article III, Section 3 of the Dedication be, and the same hereby is, amended and restated to read as follows:

Section 3. No Lot may be re-subdivided; provided, however, that the Declarants hereby reserve the right to change Lot outlines, descriptions and uses if considered necessary or advisable for the benefit of the subdivision during the period of time that said Lots are owned by the Declarants; provided, further, that the request of the Owner of Lots Eleven (11) and Twelve (12) in Block Three (3) is hereby approved to split said Lots approximately half from north to south, and to tie the eastern half of Lot Eleven (11) to the eastern half of Lot Twelve (12), and to tie the western half of Lot Eleven (11) to the western half of Lot Twelve(12), so that the former resulting Lot ("**New Lot 11**") will face north on Summit Drive and the latter Lot ("**New Lot 12**") will face north on Summit Drive as well as west on Scenic Circle, and such splitting and tying shall not be deemed to constitute a violation of this Section but is hereby expressly approved. Two or more Lots may be combined for one structure provided easements are protected with the requirement that any combining of Lots must be approved in writing by the Architectural Committee.

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AMENDMENT TO DEDICATION AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CRYSTAL BAY ESTATES



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WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Dedication;

WHEREAS, the undersigned constitute the Owners of ninety percent (90%) or more of Lots situated in the Subdivision;

WHEREAS, the undersigned desire to amend Article IV, Section 1, of the Dedication to increase the minimum square footage requirement from 2,000 to 2,400 square feet;

BE IT HEREBY RESOLVED THAT Article IV, Section 1 of the Dedication be, and the same hereby is amended by increasing the minimum square footage requirement from 2,000 to 2,400 square feet.

IN WITNESS WHEREOF, we the undersigned owners of ninety percent (90%) or more of the Lots within the Subdivision have hereunto set our hands effective as of the 8th day of April, 2003.

Block 1, Lots 1, 2, 3, 5 and Block 2,
Lots 2-10 and Block 4, Lots 1-5, 7
and Block 5, Lots 1-3
Crystal Bay Estates, Inc.
1219 Prudom
Pawhuska, OK 74056

CRYSTAL BAY ESTATES, INC.

By Hank Benson
Hank Benson, President

Block 1, Lot 4
Lisa Janssen
450 W. 7th, Ste. 1207
Tulsa, OK 74119

Lisa Janssen
Lisa Janssen

Block 1, Lot 6
Johnny Stephens
3610 Scenic Circle
Skiatook, OK 74070

Johnny Stephens
Johnny Stephens

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BK 1132PG0522

Toby Bighorse - Osage County Clerk
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DOC Stamps:

AMENDMENT TO DEDICATION AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CRYSTAL BAY ESTATES



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Dedication and Declaration of Covenants, Conditions and Restrictions (the "Dedication") for Crystal Bay Estates, an Amended Plat of Crystal Bay Subdivision (the "Subdivision"), a subdivision of Part of Section 21, T-22-N, R-11-E, Osage County, Oklahoma, containing fifty-one (51) Lots, was filed for record on August 6, 1993 and was recorded in Book 838, Page 903, Plat No. 142, Osage County, Oklahoma;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Dedication;

WHEREAS, the undersigned constitute the Owners of ninety percent (90%) or more of Lots situated in the Subdivision;

BE IT HEREBY RESOLVED THAT Article IV, Section 1 of the Dedication be, and the same hereby is, amended and restated to read as follows:

Section 1. Each building structure on a Lot must be so situated that parking area for at least two automobiles will be available on a paved surface within the property lines of the Lot. In order to minimize the impact to the sight-lines and overlooks from each Lot to Skiatook Lake, no structure shall be greater than twenty-four (24) feet in height as measured from the level of virgin topsoil at the highest point of natural elevation beneath the structure; provided that it is hereby expressly agreed that all structures, existing within the Property comprising the Subdivision as of March 3, 2003, or under construction on that date pursuant to plans submitted to and approved by the Architectural Committee, are and shall be deemed to be in compliance with the requirements of this Section. No dwelling, excluding garage, shall contain less than 2,000 square feet. In addition to building lines shown on the Plat, there shall be side-yard setbacks of no less than five (5) feet for all structures.

IN WITNESS WHEREOF, we the undersigned owners of ninety percent (90%) or more of the Lots within the Subdivision have hereunto set our hands effective as of the 9th day of April, 2003.

Block 1, Lots 1, 2, 3, 5 and Block 2,
Lots 2-10 and Block 4, Lots 1-5, 7
and Block 5, Lots 1-3
Crystal Bay Estates, Inc.
1219 Prudom
Pawhuska, OK 74056

CRYSTAL BAY ESTATES, INC.

By Hank Benson
Hank Benson, President

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3400R
500R
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Hemeth L. Michaelis
3620 Scenic Circle
Skiatook Ok 74070

(84)

004602

BK 1132PG0536

AMENDMENT TO DEDICATION AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CRYSTAL BAY ESTATES



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Dedication and Declaration of Covenants, Conditions and Restrictions (the "Dedication") for Crystal Bay Estates, an Amended Plat of Crystal Bay Subdivision (the "Subdivision"), a subdivision of Part of Section 21, T-22-N, R-11-E, Osage County, Oklahoma, containing fifty-one (51) Lots, was filed for record on August 6, 1993 and was recorded in Book 838, Page 903, Plat No. 142, Osage County, Oklahoma;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Dedication;

WHEREAS, the undersigned constitute the Owners of ninety percent (90%) or more of Lots situated in the Subdivision;

BE IT HEREBY RESOLVED THAT Article VII, ARCHITECTURAL COMMITTEE, of the Dedication be, and the same hereby is, amended and restated to read as follows:

No septic system, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, or in the contours of any Lot, be made until a application for approval, to include the plans and specifications, plot plan and elevation with a complete set of construction plans, showing the nature, kind, shape, height, materials, and location of the same, and compliance with the restrictions set forth in Article IV hereof, shall have been submitted in writing to, and a written reply received by the applicant from, an Architectural Committee comprised of three (3) or more representatives appointed by, and subject to the control of, the Board of Directors. A copy of the application pending a review by said Committee shall be promptly submitted to the Board of Directors for review. If not disapproved or modified by the Directors within ten (10) days thereafter, the decision of the Committee shall be conclusively deemed approved by the Board. In the event that the Committee and the Board of Directors fail to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, such plans and specifications shall be deemed approved and the requirements of this Article fully satisfied.

IN WITNESS WHEREOF, the undersigned owners of ninety percent (90%) or more of the Lots within the Subdivision have hereunto set their hands effective as of the 1st day of April, 2003.

Block 1, Lots 1, 2, 3, 5 and Block 2,
Lots 2-10 and Block 4, Lots 1-5, 7
and Block 5, Lots 1-3
Crystal Bay Estates, Inc.
1219 Prudom
Pawhuska, OK 74056

CRYSTAL BAY ESTATES, INC.

By Hank Benson
Hank Benson, President

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BK 1132 PG 0550