

## RESTRICTIVE COVENANTS

(1) No building, outbuilding, mail box, fence, wall or other structure shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, grading, and plot plan showing the location of such building or structure have been submitted to and approved in writing by the committee. In passing on such plans the committee shall take into consideration the suitability, conformity, harmony, exterior design including materials of the proposed building or other structures compared with and to the site, topography, existing tree locations, and ground elevations upon which the proposed structure is to be erected with the surroundings and the effect thereof with the adjacent or neighboring property in the subdivision. The committee's decision shall be final except the applicant may appeal any ruling or action of the committee de novo and obtain relief as provided by statute in such cases as made and provided.

(2) No noxious or offensive business, trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the area.

(3) No cows, horses, or other 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.

(4) Modern plumbing facilities shall be used in this addition and all toilets, baths, sinks, lavatories, and inside drains shall be connected to a septic tank which shall comply with the State or County Health Department regulations.

(5) There shall not be permitted any boat dock, boat house, wharf, bait stand, or any other protrusion into the lake or water unless such structure shall have been previously approved in writing by the COMMITTEE.

(6) The undersigned record owner and/or committee hereby reserve the right to change or modify the lots or lot lines, provided such change shall not substantially affect the lot lines of any lot owner.

(7) Streets are dedicated to the use and convenience of those persons who own plots in this addition and are not dedicated to public use otherwise. No street nor plot shall ever be used for the purpose of ingress and egress to any other land not a part of Grand Lake Towne, Oklahoma, without written approval of the COMMITTEE.

(8) Not only shall it be the duty of a lot owner promptly and strictly to observe the provisions of this instrument but should he knowingly or unknowingly breach the same or permit it to be done, he shall at his sole expense rectify same promptly.

(9) All future owners, occupants, or lessees and/or their employees, servants, and guests of any plot shall be deemed to have acknowledged that they are fully cognizant of the artificial and natural hazards surrounding the lake and its environs, and of the streets, and easements, attending the use and or enjoyment of same, and they do agree that they will not make claim for any injury or damage against Grand Lake Towne, Oklahoma done or caused by or resulting from any such use. Any use of the Lake or environs shall be in strict compliance with all rules and regulations of the Grand River Dam Authority, or other governmental agency.

(10) No release authorized in this instrument and no additional restriction or change in restrictions shall be effective unless in writing and filed and recorded in the office of the County Clerk of this County.



(11). While reference is made herein to real estate other than the land included in the Platted Property, the title to such other real estate shall not be affected hereby; and it is intended that nothing be imposed upon such other real estate until same is platted and until "restrictions, reservations, and covenants", expressly describing the same are duly filed of record.

(12) No structure shall be moved on to any lot. No trailer house or mobile home shall be used, stored or kept on any plot at any time.

(13) Upon the commencement of excavation for the construction of a house or structure on any plot, the work must be continuous, weather permitting, until same is completed. No delay in the course of construction within a period of twelve (12) months from the date the same is started will be permitted, unless further extension of time for the completion of same is given by the Committee in writing. No garage, basement, uncompleted structure or outbuilding shall ever be used as living quarters. No outside privy shall be permitted at any time.

(14) No trash, refuse or garbage may be thrown, burned, or dumped on any plot, except in locations approved by the Committee.

(15) EASEMENTS RESERVED: The Committee reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer, water, and other lines, conduits, poles, and wires, and any other method of conducting or performing any quasi-public or public utility or function above or beneath the surface of the ground, with the right of ingress and egress at all times for the purpose of construction, installation, repair, and maintenance. Easements are further reserved along and within ten feet of the front and back lines and along and within five feet of the side lines of the lots for the construction and perpetual maintenance of the above, and for the further purpose to trim any trees which may interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress at all times to employees of said utilities, developers, officials, and employees of said Town.

(16) No outbuilding shall exceed one story in height and in no case shall it go higher than the house to which it is appurtenant, unless approved in writing by the Committee.

(17) SIGNS, BILLBOARDS, AND MISCELLANEOUS STRUCTURES: The construction or maintenance of billboards, advertising signs, or miscellaneous structure on any plot is prohibited unless approved in writing by the Committee, except that signs advertising the rental or sale of such property are permitted, provided such signs do not exceed five square feet in area and are lettered in a manner acceptable to the Committee.

(18) RIGHT TO ENFORCE: The restrictions herein set forth shall be a covenant running with the land and bind the owner herein, its successors, trustees, and assigns. All parties claiming by through or under them shall take said land subject to these covenants and by so accepting any conveyance are deemed to agree to hold and maintain said covenants, but no restriction herein set forth shall be personally binding on any person, or other entity, except in respect to breaches committed during it, his or their seizure of or title to said land. Any owner of land shall have the right to sue for and obtain injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions herein set forth, and may recover attorney's fees incident to said proceedings in addition to all legal action for damages.

(19) WATER: The authority being the undersigned does now own and is operating a commercial water system in Grand Lake Towne, Oklahoma and does hereby reserve and retain the exclusive right to own, operate, expand, develop, and furnish



water to all plot owners and inhabitants thereof and to make a charge therefor. This reservation shall operate to and does reserve, retain and accept such water rights, title to such rights and the exclusive right and franchise to develop, furnish and sell such water from this conveyance and all other conveyance which it may make. No owner of any plot may drill for water or extract water from such plot by any other means nor shall any plot owner take water from the Lake for any purpose.

(20) **THE COMMITTEE:** The committee members may each designate an alternate or representative in his name, place, or stead, and when so chosen said alternate shall possess all the powers conferred upon such committee member. If same are not so chosen, then the Board of Trustees of Grand Lake Towne shall act as such Committee; the president of said board being first in line of succession, the vice-president being second in line of succession, and the remaining member shall be third in line of succession.

(21) The restrictive covenants shall continue in effect until January 1, 1982, and shall thereafter be automatically extended for successive periods of 10 years duration, unless a majority of the owners of property within the platted area execute and record prior to the expiration of any given period, cancellation of these restrictions or any individual part thereof.

(22) Additional land adjacent to present platted property may be platted and dedicated in the future and it is now contemplated that these restrictions and covenants will be ratified and incorporated in such future dedication by reference and if same is done, all of said then platted land shall be subject to all provisions herein enumerated with the same force and effect as if all were included herein.

(23) **PARTIAL INEFFECTIVENESS:** The invalidity or ineffectiveness for any reason of any one or more, words, phrases, clauses, paragraphs, subsections, sections or other articles of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon it being valid or effective only, and this instrument shall be construed as if such invalid or ineffective portion had not been inserted herein.

(24) **DEFINITIONS:** For all purposes of this instrument, unless the context shall otherwise indicate; (a) words used in the singular number shall include the plural, and vice versa, (b) the word "person" shall include all legally cognizable entities, (c) the words "hereof" and "herein" shall be construed to refer to the entire of this instrument and not restricted to the particular article, section, subsection, or paragraph in which they occur.

(25) **SUCCESSORS OF PARTIES:** All of the covenants, stipulations, conditions, agreements and undertakings herein contained shall be binding upon, and shall inure to the benefit of the successors and assigns of the respective parties hereto and of those having beneficial interests hereunder.

(26) **PERSONAL LIABILITY OF TRUSTEES AND COMMITTEE MEMBERS:** In no event shall any trustee, committee member or representative or like official named herein or any beneficiary or successor of them, in any manner be individually liable for any damage, expense, debt, judgment, decree or other liability or for breach of contract or obligations caused by, arising from, incident to, or growing out of the execution of this instrument, nor shall they or any of them be liable for the acts or omissions of each other, or of any agent, servant, or employee of them or any of them; PROVIDED, however, that the foregoing shall not apply to any willful or grossly negligent breach of trust.



(27) TREES: No tree or trees may be destroyed in any manner without the written consent of the committee; and said committee reserves the right to trim any tree or trees at any time which it feels in its sole discretion interferes with the view or harmony of the area.

(28) EFFECTIVE ORDINANCES: All of said lands described herein shall be subject at all times to rules, regulations, and ordinances of Grand Lake Towne as said lands are a part of said town at this time.