

THIS DECLARATION, made this 1st day of December, 1998 by Casa Grande Homes, Inc., an Oklahoma Corporation, hereinafter called "Declarant."

WHEREAS, Declarant is the owner of certain property herein called the "Existing Property," in Grady County, State of Oklahoma, which is more particularly described as Four Lakes Addition Phase 2 to Grady County, Oklahoma as shown in the recorded Plat thereof attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, Declarant desires to create a residential community on the Existing Property and has reserved on the plat a Lake, Private Open Space, and Private Access Easements and installed other improvements thereon for the benefit of said community.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said the lake therein, and other facilities now existing or hereafter erected on the common areas described on the plat of the Existing Property and, to this end, desires to subject the Existing Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, herein sometimes collectively referred to as the "covenants and restrictions," each and all of which are for the benefit of such property and each owner thereof, and,

WHEREAS, Declarant has previously incorporated the Four Lakes Homeowners Association, which corporation is hereby assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and,

AND DECLARANT FURTHER DECLARES that the Existing Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other party thereof as the dominant tenement.

#### ARTICLE I-DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "The Properties" shall mean the "Existing Property" described in the preamble, above.
- 1.2 "Private Access Easement Areas" shall mean those areas designated as a Private Access Easement on the recorded subdivision plat of The Properties.
- 1.3 "Lot" shall mean those tracts of land so designated on any recorded subdivision plat of The Properties.
- 1.4 "Street" shall mean any street, cul-de-sac, alley, land, driveway, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.
- 1.5 "Detached Structure" shall mean any covered or enclosed structure on a Lot, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses, and any and all structures attached to the main residence by covered walkway(s) or portico, as well as any temporary structures.
- 1.6 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.7 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure, nor shall such term include any other person who has an interest merely as security for the performance of an obligation.
- 1.8 "Association" shall mean and refer to FOUR LAKES HOMEOWNER'S ASSOCIATION.
- 1.9 "Board" shall mean the Board of Directors of the Association.
- 1.10 "Articles" shall mean The Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.
- 1.11 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such By-Laws may from time to time be amended.
- 1.12 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.
- 1.13 "Architectural Committee" shall have the meaning specified in Section 5.1 below.
- 1.14 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.
- 1.15 "Declarant" shall mean Casa Grande Homes, Inc.
- 1.16 "Building Limit Line" shall mean the line so designated on the plat. No building or structure will be allowed to be constructed between this line and the property line.
- 1.17 "Dwelling Unit" shall mean any portion of a building situated upon the lot designed and intended for use and occupancy as a residence by a single family.
- 1.18 "Open Space" shall mean that area designated as Private Open Space on the recorded subdivision plat of The Properties and more particularly described on Schedule B hereto.

Phase II

1.19 "Drainage Easements" shall include those easements designated as such on the Plat or as otherwise herein described. "Lot Purchaser" shall mean the individual or group of individuals (including contract purchasers and sellers) who have purchased any lot(s) from and after the date of filing of the subject subdivision plat.

ARTICLE II-RIGHTS IN THE LAKE

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Section 2.1 Members' Easements of Enjoyment. Subject to the provisions of Section 2.3, every Member shall have a right and easement of enjoyment in the lake constructed upon said Phase 2 which shall be appurtenant to and shall pass with the title to every Lot.

Section 2.2 Title to Open Space and Private Access Easement Areas. Title to all Private Access Easement Areas shall remain in the owners of the Lots on which the Private Access Easement Areas are located, subject to the easement rights contained herein.

Section 2.3 Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

2.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Lake, Open Space and Private Access Easement Areas and in aid thereof to mortgage the Lake, Open Space, and Private Access Easement Areas, provided, however, any such mortgage shall provide that in the event of a default, the mortgagee's rights thereunder as to the Lake, Open Space and Private Access Easement Areas shall be limited to a right, after taking possession thereof, and without changing the character thereof to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

2.3.2 Except as provided in Section 2.3.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Lake, Open Space and Private Easement Areas against foreclosure, and

2.3.3 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published Rules, and,

2.3.4 The right of the owner of the legal title to the Lake, Open Space, Private Access Easement Areas and Streets, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Public Access Areas, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied, and,

2.3.5 The right of the Association to dedicate or convey the Open Space to which it has acquired legal title to any Public agency, authority, or utility for such purposes other than those specified in Section 2.3.4 above, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by written proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefor will be sought is sent to every Member at least thirty (30) days in advance of such meeting.

Section 2.4 Delegation of Use. Any Owner, in accordance with the By-Laws, may delegate his right of enjoyment of the Lake, Open Space and Private Access Easement Areas to the members of his family, his tenants or contract purchasers, who reside on such Owner's Lot.

ARTICLE III-MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1. Membership. Every Purchaser of a Lot (hereinafter called "Lot Purchaser") other than Lots which are exempt from assessment as specified in Section 4.9 below, (which exemption shall include all lots owned by Declarant) shall be a Member (herein called "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 3.2. Voting Rights. All Lot Purchasers 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 for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV-ASSESSMENTS

Section 4.1 Covenant for Assessments. Each Lot Purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (1) annual maintenance assessments, and (2) special assessments for capital improvements. Both of said assessments shall be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the person who was the Lot Purchaser of such property at the time when the assessment fell due all as is more particularly provided in Section 4.7 and 4.8.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Properties and for the improvements and maintenance of the

following: Open Space, Private Access Easement Areas, including, without limitation, the lake located thereon, and all lighting installed by Declarant on The Properties, and to pay expenses incurred by the Association in accordance with its By-Laws.

Section 4.3 Basis and Maximum of Annual Maintenance Assessments.

4.3.1 Until January 1, 1999, for each Member the annual maintenance assessment shall be

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4.3.2 From and after January 1, 1999, the annual maintenance assessment may be increased by the Board each year not more than 10% above the annual maintenance assessment for the previous year without a vote of the membership provided that from and after the same date, the annual maintenance assessment may be increased above 10% only with the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board may fix the actual maintenance assessment for any such future year at a lesser amount.

Section 4.4 Special Assessments.

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4.4.1 In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement or capital improvement upon the Open Space and Private Access Easement Areas, and lighting installed by Declarant on The Properties, including fixtures and personal property related thereto.

4.4.2 All special assessments shall be established as a percentage of the actual annual maintenance assessment established for the same year, to be levied in addition thereto, and such percentage shall be the same for all assessed Lots, provided that special assessments shall never exceed fifty percent (50%) of the actual annual maintenance assessments for the same year and must receive the assent of either (a) as to proposed special assessments which do not exceed twenty-five percent (25%) of the actual annual maintenance assessment, two thirds (2/3) of the votes of Members who are voting in person or by written proxy at a meeting duly called for that purpose, or (b) nine tenths (9/10) of such votes as to proposed special assessments in excess of such twenty five percent (25%).

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3.2 and 4.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3.2 or 4.4.2, shall be sent to all Members not less than ten (10) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called; the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the 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 the Members present at the subsequent meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4.6 Date of Commencement of Assessments, Due Date.

4.6.1 The annual assessments provided for herein shall commence as to each Lot on the first day of the second calendar month following the date on which the plat of The Properties is filed of record in the office of the County Clerk of Grady County, Oklahoma. Assessments in the first year shall be prorated to January 1 of the following year. Thereafter, annual assessments shall be due per calendar year no later than February 1 of that year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the due date of each annual assessment (by January 1), and shall at that time prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every purchaser of a lot subject thereto. The Association shall, upon demand at any time, furnish to any Lot Purchaser liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

Section 4.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum prime rate of the First American Bank, Purcell, Oklahoma, plus 4%, and the Association may bring an action at law against the Lot Purchaser personally obligated to pay the same or foreclosure of the lien against the property, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in this action. Any judgment thereafter obtained shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Lot Purchaser may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Space and Private Access Easement Areas or by the abandonment of his Lot.

Section 4.8 Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that 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, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.9 Exempt Property. The common areas, all properties owned by Declarant, all properties dedicated to and accepted by a local Public authority and devoted to Public use, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments.

**Section 4.10 Duties of the Board.** With respect to assessments, the Board shall:

**4.10.1** Cause this Association to prepare and maintain a roster of Lots, the lot purchasers thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Member, and,

**4.10.2** Upon demand at any time furnish to any lot purchaser liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or, if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

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#### ARTICLE V-ARCHITECTURAL CONTROL

**Section 5.1 Review of Plans.** No residence, home, building, fence, well, walk, driveway or other structure or improvements, including landscaping retaining walls or other structures to be used for control of erosion and exterior lighting fixtures, shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee" which shall, as used herein, mean either (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any case. If no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully satisfied.

**Section 5.2 Fees.** No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1 or for any waiver or consent provided for herein.

**Section 5.3 Proceeding with Work.** Upon receipt of approval as provided in Section 5.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within six months from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1. Said work shall be completed within five (5) years after a purchase of any lot within the subdivision.

**Section 5.4 Liability of Committee.** Neither the Architectural Committee, nor any member, employee, or agent thereof, shall be liable to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder.

#### ARTICLE VI-EXTERIOR MAINTENANCE, SECURITY AND ACCESS

**Section 6.1 Responsibility.** Each Owner shall be responsible for the exterior and interior maintenance upon such Lot, and said Owner shall keep the roofs, gutters, down-spout, lawns and plantings on the Lot and to the adjacent street(s) in good repair and condition at all times.

**Section 6.2 Board's Right - Special Assessments.** In the event any Owner in the opinion of the Board has failed to maintain the exterior of the home or building on his Lot, as aforesaid, the Board shall give the Owner notice in writing of the deficiencies. The Owner shall have thirty (30) days within which to cure the deficiencies. Should the Owner fail to cure the deficiencies in thirty (30) days, the Board shall be authorized to have the work performed at the expense of the Owner. There shall be added to the actual cost of the work 10% interest to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner of the cost of performing the work, and if the Owner does not pay within thirty (30) days, said cost shall be deemed an unpaid special assessment under Article IV hereof and shall be a lien on the property and subject to all collection rights therein provided.

**Section 6.3 Access at Reasonable Hours.** For the sole purpose of performing the exterior maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, except Sunday or a legal holiday.

**Section 6.4 Fencing.** Any fence erected on that part of any lot in front of the setback restriction as above set forth shall be constructed of material that will not block the view from the street or an adjoining lot. Such fence shall be of materials which blend and harmonize with the residences in the development and are approved by the architectural committee. Such fence shall not exceed 6 feet in height. Plans for any such fence shall be submitted to the architectural committee for approval prior to construction. The Owner(s) of any lots along the exterior boundaries of the properties upon which security fences have been erected shall be required to maintain, repair and replace said fencing at their own cost when necessary.

**Section 6.5 Security Gates** Declarant hereby declares the Properties a restricted/no access gated community. Electric gates have been installed across Kitty Hawk Drive and also across Pelican Way of Four Lakes Addition Phase 1. Said electric gates shall be closed between dusk and sunrise. Access to The Properties shall be provided to the police and fire departments and any other necessary public safety entities.

**Section 6.6 Private Exterior Gates and Access Prohibited** Each owner and their guests must utilize only those streets, roadways and entrances to the properties as are shown on the recorded subdivision plat. No gates streets, roads or openings granting access to the exterior of the subdivision or to any adjoining or adjacent properties will be tolerated.

#### ARTICLE VII-GENERAL RESTRICTIONS

**Section 7.1 Land Classification.** All Lots within the Existing Property are hereby classified as Single-Family lots, i.e., each Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any

residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

**Section 7.2. Signs, Billboard, and Detached Structures.** No signs or billboards will be permitted upon the Open Space or upon any Lot, except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area may be placed upon a Lot which is for sale or rent; provided, however, that this restriction shall not apply to the Declarant, nor shall this restrict the right of the Declarant to construct entrance gateways and permanent signs identifying the development.

Only one (1) Detached Structure, which detached structures shall include a garage, shall be allowed on any Lot. No Detached Structure or garage shall be used as a residence or living quarters. Further, any structure or garage which is connected to the main residence by a covered walkway or portico shall be considered a detached structure.

**Section 7.3 Lot Upkeep.** Each Owner of a Lot shall keep the Lot in presentable condition or the Association may, at its discretion, mow such area, trim trees, repair fences, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments and shall bear interest at the rate provided in Section 4.7 hereof. There shall be added to the actual cost of the work 10% to cover the administration expense of the Association.

**Section 7.4 Drainage, Erosion.** Drainage as originally established in the development plan for The Properties shall be maintained by the owner. Each Owner of a Lot shall take all steps necessary to prevent the erosion of said Lot including, but not limited to, the planting and maintaining of grass or ground cover or the construction of retaining walls.

Also, there exist certain easements and tinborns for drainage of water covering Lots 8, 11 and 12 of Block 7 to said Sub-Division which easements shall be maintained in their current condition by any Lot Owners of said Lots.

Further, each owner of a lot which adjoins or is adjacent to a lake shall take actions and perform all maintenance work necessary to control erosion, including, but not limited to, the planting and maintaining of grass, shrubbery or ground cover and the construction and installation of landscape timbers and retaining walls. All retaining walls and landscape timbers must be approved in writing by the Architectural Committee prior to construction.

**Section 7.5 Animals.** No animals, fish, or reptiles, other than a reasonable number of generally recognized house or yard pets, as well as a maximum of two riding horses, two ducks or two geese, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish or reptile shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that chickens, guineas, mules, donkeys, cattle, emus, ostriches, pigs, goats and sheep shall not be considered as house or yard pets hereunder and shall not be allowed on the properties.

**Section 7.6 Nuisances.** No noxious or offensive 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 neighborhood.

**Section 7.7 No Vehicles Beyond 75 Foot Line.** No automobile, truck, trailer, mobile home, boat or other vehicle of any nature shall ever be temporarily or permanently parked or located or otherwise maintained, repaired or serviced, for a period of more than 24 hours, closer than 75 feet of any front property line. This provision shall not prohibit parking personal vehicles on the driveway for the purpose of ingress or egress of the owner or owners, guests or invitees; to the dwelling located on any Lot.

**Section 7.8 Clothes Drying Facilities and Air Conditioners.** No outside clothes drying facility or window-type air conditioner shall be Visible From Neighboring Property.

**Section 7.9 Treehouses, Platforms, and Antennae.** No treehouses, platforms in trees, or other similar structures or equipment, shall be Visible From Neighboring Property. Nor radio or television antennae, transmitters or satellite dishes shall be erected on any Lot except in the location and subject to a design approved in advance by the Architectural Committee.

**Section 7.10 Mail Boxes.** Declarant is not responsible for mail service to The Properties. In the event other than a cluster mail box is permitted by the U. S. Postal Service, the location and design of mail boxes shall be approved in advance by the Architectural Committee.

**Section 7.11 Garbage Cans.** All garbage cans are to be fully screened from view from streets and shall not be Visible From Neighboring Property except during collection times and then only for the shortest time necessary to effectuate said collection.

**Section 7.12 Size and Location of Dwellings.** As to Lot 10 and Lots 14 through 18 inclusive Block 6; and Lot 1, Block 8; (of said Four Lakes Addition Phase 2) no dwelling shall be erected on any of said lots which has a living area of less than 1800 square feet for a one story dwelling, nor less than 900 square feet of living area on the ground floor and a total of not less than 1800 square feet of living area for a dwelling of more than one story, not including garages or porches.

As to all other Lots within said Four Lakes Addition Phase 2 not otherwise identified above, no dwelling shall be erected on any of said lots which has a living area of less than 1600 square feet for a one story dwelling, nor less than 800 square feet of living area on the ground floor and a total of not less than 1600 square feet of living area for a dwelling of more than one story, not including garages or porches.

As to Lots 11 through 17, inclusive, Block 6; Lots 2 through 13, inclusive, and Lots 19, 20 and 21, all in Block 7, ; and Lots 2, 3, 6 and 7, Block 8; all in said Phase 2, no dwelling shall be located on any of said Lots less than 75 feet from the front lot line or less than 30 feet from the back lot line or nearer to the side street line than the Building Limit Line shown on the recorded plat.

As to Lots 10 and 18, Block 6; Lots 14 through 18, inclusive, and Lot 22, Block 7; and Lots 1, 4, and 5, Block 8; all in said Phase 2, no dwelling will be located on any of said Lots less than 50 feet from the front lot line or less than 30 feet from the back lot line or nearer to the side street line than the Building Limit Line shown on the recorded plat.

No dwelling, detached buildings or out buildings shall be located nearer than fifteen (15) feet to a side lot line. All dwellings will face the front of the Lot. In the case of corner Lots, the dwelling may face the street on the side of the Lot.

No dwelling will exceed two and one half (2 1/2) stories in height.



**Section 7.13 Garages, Carports and Approach.** All structures must be so situated that parking space for at least two (2) automobiles will be available on a paved surface, and a minimum of a two (2) car garage will be constructed with each dwelling unit. No carports will be allowed. No garage shall be used or converted into a residence.

All homes shall be constructed with concrete garage approaches of at least twenty four (24) feet in length. The remaining portion of the driveway from approach to road easement shall be of concrete, asphalt or crushed limestone.

**Section 7.14 Easements.** The Declarant 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 and other pipelines, conduits, poles and wires, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

Easement for installation and maintenance of utilities, pipelines and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and except for the Open Space and the Private Access Easement Areas, which are to be maintained by the Association.

**Section 7.15 Storage of Fluids.** No tank for the storage of oil or other fluids may be maintained above or under the ground on any Lot.

**Section 7.16 Vacant Lots.** No trash, ashes, grass clippings or other refuse may be thrown or dumped on any vacant Lot.

**Section 7.17 Drilling Prohibited.** No drilling or exploration for oil, gas or other minerals or for water shall be permitted without the prior written consent of Declarant.

**Section 7.18 Tree Removal.** No trees are to be removed from The Properties, except to allow for construction of buildings and appurtenances, without the consent of the Architectural Committee provided, however, that any tree for which permission to remove is obtained must be replaced with a new tree on the Lot.

**Section 7.19 Temporary Residences.** No trailer, mobile home, tent, shack, stable, barn or other outbuilding shall be used as a temporary or permanent residence. No structure may be removed from another area and relocated or reconstructed on a lot. All dwellings shall be constructed of new materials. Move-in houses, which includes factory built homes, modular homes, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private site built structures except necessary outbuildings.

**Section 7.20 Materials and Construction.** No building materials will be placed on any Lot until construction is to begin on such Lot and construction of any structure will be completed within two (2) years from the date of purchase of said Lot. All outside walls of dwellings will be at least seventy percent (70%) brick or masonry. The exterior walls of all dwellings must be constructed with six inches (6") dropped brick or masonry ledges and excavated footings in areas where exterior concrete will adjoin brick or masonry. Roofing materials will consist only of twenty five year Timberline shingles or better, or other material specifically approved by the Architectural Committee. All roofs must have a minimum 7/12 pitch. All vent pipes will be of minimum height and will be of such material or color to harmonize with the roof.

**Section 7.21 Closed Sewage Systems.** Only septic tanks, absorption fields and aerobic systems as same are defined pursuant to the then applicable rules and regulations of the State of Oklahoma Department of Health, i.e. CHAPTER 641 (INDIVIDUAL AND SMALL PUBLIC ON-SITE SEWAGE DISPOSAL SYSTEMS) shall be allowed upon any lot within the Sub-Division. No sewage disposal system shall ever be located or created on any of the lots in Four Lakes Sub-Division unless the same has first been approved by the County Engineer of Grady County, State of Oklahoma, and the State of Oklahoma Department of Health, and all such sewage disposal systems shall be operated and maintained, repaired and replaced, in compliance with the requirements of the said State Department of Health. THERE SHALL BE NO OPEN LAGOONS, whether or not same is approved by the State Department of Health. Only closed systems shall ever be allowed. In all instances no lateral lines shall be constructed within fifty (50) feet of any lot line or property line unless otherwise approved in writing by the Architectural Committee.

**Section 7.22 Water Well Approval.** Any private water well or private water system created on any lot in The Properties shall first be approved by the County Engineer of Grady County, Oklahoma and all such private water systems or wells shall be operated, maintained, repaired and replaced to comply with the requirements of the said State Department of Health.

**Section 7.23 Boat Docks and Boats.** Each owner of a lot which adjoins a lake shall be entitled to construct and maintain one boat dock which shall extend no more than six feet (6') into said lake(s). The size of said boat dock shall not exceed six feet (6') in width and fifteen feet (15') in length. No boats in excess of fourteen feet (14') in length may be used or operated on any lake(s) within The Properties. The use or operation of gasoline powered motors is strictly prohibited upon any lake(s) within The Properties. All boats shall be powered by oars, paddles or electric motors only. All boats shall be operated according to all applicable Oklahoma laws, rules and regulations.

**Section 7.24 Junkyard/Automobile Repair Operations Prohibited.** No owner may maintain a junk yard, automobile repair operation or any accumulation of building materials on any of The Properties Lot in the Four Lakes Sub-Division.

**Section 7.25 Noxious Trades Prohibited.** No noxious or offensive trade or activity shall ever be conducted on any of The Properties nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

**Section 7.26 Firearms.** No person shall discharge any type of firearm or set off any aerial fireworks anywhere within said properties for any reason. Fireworks (other than aerial types) will be permissible only on the Fourth of July as long as prudent safety practices are observed and their usage is under the supervision of a guardian or parent of legal age.

#### ARTICLE VIII-GENERAL PROVISIONS

**Section 8.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is filed of record, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the then Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by the then Owners of seventy-five percent (75%) of the Lots. To become effective, any such amendment must be recorded.

Section 8.3 Rearranging, Re-Subdivision or Replotting. No rearranging, re-subdividing or replotting of the Existing Property shall occur, except with the written consent of the Declarant.

Section 8.4 Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration in regard to the Properties.

Section 8.5 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 8.6 Right to Assign. The Declarant by an appropriate instrument or instruments may assign or convey to any person or persons any or all of the rights, reservations, assessments and privileges herein reserved by Declarant, and upon such may at their option, exercise, transfer or assign such rights, reservations, assessments, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of December, 1998.

DECLARANT: CASA GRANDE HOMES, INC.

BY: Donald G. Wood  
DONALD G. WOOD, PRESIDENT



STATE OF OKLAHOMA )  
COUNTY OF GRADY ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 1998, by Donald G. Wood, President of CASA GRANDE HOMES, INC., an Oklahoma corporation, on behalf of said corporation.



Jiana L. Steel  
Notary Public

RATIFICATION BY MCCARTY HOMES, INC.

The above described Covenants and Restrictions are hereby ratified and approved in their entirety by McCarty Homes, Inc. the owner of Lots 4 and 6, Block 7 to said Four Lakes Addition Phase 2.

MCCARTY HOMES, INC., an Oklahoma Corporation

BY: Steve McCarty  
STEVE MCCARTY - PRESIDENT

STATE OF OKLAHOMA )  
COUNTY OF GRADY ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 1998, by Steve McCarty, President of McCarty Homes, Inc., an Oklahoma corporation, on behalf of said corporation.

My Commission Expires: 11-17-2000

Daryl R. Wood  
Notary Public

