

**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR FOUR LAKES ADDITION PHASE 3**

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THIS DECLARATION, made this 9 day of April, 2003 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 3 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 Golf Course, and installed other improvements thereon.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement 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 administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, as they relate to said Phase 3,

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 Phase 3 to Four Lakes Addition, Grady County, Oklahoma, the "Existing Property" described in the preamble, above.

**Phase III**

- 1.2 "Declarant" shall mean Casa Grade Homes, Inc.
- 1.3 "Lot" shall mean those tracts of land so designated on any recorded subdivision plat of The Properties. BOOK 3479-~~47~~ 73
- 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, 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, including the Declarant, 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 "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.
- 1.16 "Dwelling Unit", "Residence" or "Home" 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.

- 1.17 "Golf Course" shall mean that parcel of land adjacent to or within said Phase 3 developed by Declarant or any affiliate or designee of Declarant which is privately owned and managed by Persons other than the Association and which is operated as a golf course, and all related and supporting facilities and improvements operated and/or maintained in connection with or incidental to such golf course.
- 1.18 "Drainage Easements" shall include those easements designated as such on the Plat or as otherwise herein described.

## ARTICLE II-GOLF COURSE

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### Section 2.1 Easements for Golf Course.

- (a) Every Lot and the common property of said Phase 3 are burdened with an easement permitting golf balls unintentionally to come upon such Lots, or common property of a Neighborhood within Phase 3, and for golfers, at reasonable times and in a reasonable manner, to come upon the common property of a Neighborhood within Phase 3, or the exterior portions of a Lot to retrieve errant golf balls, provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: Declarant; the Association or its Member (in their capacity as such); the owner(s) of the Golf Course; its successors, successors-in-title to the Golf Course, or assigns, any successor Declarant; any builder, or contractor ( in their capacities as such).
- (b) The Properties within said Phase 3 immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the owner of such course for overspray of water and materials used in connection with fertilization from any irrigation system serving such course. Under no circumstance shall the Association or the owner(s) of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercises of this easement.
- (c) The owner(s) of the Golf Course, its respective agents, successors, and assigns shall have a perpetual, exclusive easement of access over the Properties for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from such Golf Course.
- (d) The owner(s) of the Golf Course, its respective agents, successors, and assigns shall have a perpetual non-exclusive easement, to the extent reasonably necessary over the Properties within Phase 3 for the installation, operation, maintenance, repair, replacement, monitoring, and controlling of irrigation systems

and equipment, including, without limitation, wells, pumps, and pipelines, serving all or portions of the Golf Course.

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(e) The Properties within Phase 3 are hereby burdened with easements in favor of the Golf Course for natural drainage of storm water runoff from such Golf Course, and for all water wells utilized in the irrigation of said Golf Course.

(f) The Properties within Phase 3 are hereby burdened with easements in favor of the Golf Course for golf cart paths serving such Golf Course. Under no circumstances shall the Association or the owner(s) of the Golf Course, or their respective agents, successors, or assigns, be held liable for any damage or injury resulting from the exercise of this easement.

(g) The owner(s) of the Golf Course, its respective agents, successors, and assigns, as well as its members, guests, invitees, employees, and authorized users of the Golf Course shall at all times have a right and non-exclusive easement of access and use over the golf cart paths, if any, located within the Properties as reasonably necessary for the use and employment of the Golf Course.

(h) There is hereby established for the benefit of the owner(s) of the Golf Course, its respective agents, successors, and assigns, as well as its members, guests, invitees, employees, and authorized users of the Golf Course, a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Golf Course. Without limiting the generality of the foregoing, members of the Golf Course and guests and authorized users of the Golf Course shall have the right to park their vehicles on the roadways located within said Phase 3 at reasonable times before, during and after tournaments and other similar functions held by or at the Golf Course to the extent that the Golf Course has insufficient parking to accommodate such vehicles.

(i) All residences to be built immediately adjacent to the Golf Course are hereby burdened with a fifty foot (50') easement appurtenant to the Golf Course in order to provide a buffer zone between the Golf Course and such residences. Owners of such residences may, in accordance with this Declaration and the Design Guidelines, construct improvements other than a single family dwelling, garage or out building (including but not limited to a swimming pool) on such burdened property, but in so doing hereby expressly assume the risk of property damage and/or personal injury caused by golf balls hit from the Golf Course. The purpose of this easement is to reduce the likelihood of personal injury and/or property damage occurring on such Lots.

Section 2.2 Easement for Cross-Drainage. Every Lot and the common property shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property, the Board, and Declarant as long as it owns any portion of the Properties.

Section 2.3 General. Membership in the Association or ownership or occupancy of a Lot shall not confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Golf Course. Owners of the Golf Course shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of uses of the Golf Course, including, without limitations, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

Section 2.4 Conveyance of Golf Course. All Persons, including all Owners, are hereby advised that no representations or warranties have been made or are made by Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to continuing ownership or operation of the Golf Course, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Golf Course. Further, ownership or operation of the Golf Course may change at any time by virtue of, but without limitation, (a) sale to or assumption of operations of the Golf Course by a Person other than the current owner or operator; (b) establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Golf Course or an entity owned or controlled by its members become owner(s) and/or operator(s) of the Golf Course; or (c) conveyance of the Golf Course to one or more of Declarant's affiliates, shareholders, employees, or independent contractors. Consent of the Association, any Neighborhood Association, any Voting Member, or any Owner shall not be required to effectuate any change in ownership or operation of the Golf Course, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

Section 2.5 View Impairment. Declarant, the Association, or the owner of the Golf Course, does not guarantee or represent that any view over and across the Golf Course from Lots adjacent to the Golf Course will be preserved without impairment. Owners of the Golf Course shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Lot and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 2.6 Rights of Access and Parking. There is hereby established for the benefit of the Golf Course and its members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within Four Lakes Addition to Grady County, Oklahoma reasonably necessary to travel between the entrances to said Four Lakes and the Golf Course and over those portions of Four Lakes Phase 3 (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course. Without limiting the generality of the foregoing, members of the Golf Course and guests and invitees of the Golf Course shall have the right to park their vehicles on the roadways located within said Phase 3 at reasonable times before, during and after tournaments and other similar functions held by or at the Golf Course to the extent that the Golf Course has insufficient parking to accommodate such vehicles.

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Section 2.7 Limitations on Amendments. In recognition of the fact that provisions of this Article are for the benefit of the Golf Course, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefitting any Golf Course, may be made without the written approval of the Golf Course. The foregoing shall not apply, however, to amendments made by Declarant.

Section 2.8 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Golf Course shall cooperate to the maximum extent possible in the operation of Four Lakes and the Golf Course. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate Use Restrictions or Rules other than those set forth in previous filed Declarations of Covenants and Restrictions and amendments thereto affecting activities on or use of the Golf Course without the prior written consent of the owners of the Golf Course affected thereby.

Section 2.9 Single Family Residences. Only single family residences and the Golf Course and appurtenances thereto may be constructed on the land located within said Phase 3.

### 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 (hereinafter 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: Streets, Drainage, Open Spaces, Private Access Easement Areas, including, all lighting installed by Declarant or other entities such as OEC, 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, 2004, for each Member the annual maintenance assessment shall be \$200.00.

4.3.2 From and after January 1, 2004, 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.

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%).

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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 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.

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.

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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 Chickasha Bank & Trust Company, Chickasha, 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 Golf Course, common property, 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.

## ARTICLE V-ARCHITECTURAL CONTROL

Section 5.1 Review of Plans. No residence, home, building, fence, well, walk, driveway, garage, outbuilding, storm shelter 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 two (2) 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.

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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. As to all Lots which border, adjoin or abut the Golf Course: All fencing erected on the back or side portions of each of said Golf Course Lots shall be of black wrought iron or black painted aluminum, not to exceed four feet (4') in height, in a style approved in writing (prior to construction) by the Architectural Committee as described in Section 5.1 above. Said fencing shall not extend past the front of the residence. It is the intent of the Declarant to maintain the scenic beauty of the Golf Course for the benefit of all Lot owners within the Subdivision.

As to all Lots which do not border, adjoin or abut the Golf Course: 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.

All of said fencing described in this section shall be installed by a professional contractor and shall not extend past the front of the house.

Section 6.5 Security Gates Declarant hereby declares the Properties a restricted/no access gated community. Electric gates have been installed across Four Lakes Drive and also across Pelican Way of Four Lakes Addition Phase 1. Said electric gates shall be closed between dusk and sunrise and shall remain open between dawn and sunset. 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 plats. 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

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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 larger permanent signs identifying the development and the Golf Course.

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.

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, and the installation and maintenance of tin horns or concrete pipe, which in all cases must be at least twenty-four feet (24') in length, the diameter of which must be approved in advance by the Declarant.

Each owner of a Lot shall take action 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 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, ducks, geese, guineas, horses, 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.

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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 Within 50 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 50 feet to 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. No radio or television antennae, transmitters or satellite dishes shall be erected in the front yard of any Lot.

Section 7.10 Mail Boxes. All mailboxes must be constructed of either brick, stone or ornamental iron and must be approved in advance by the architectural committee. Said mailboxes must be constructed simultaneously with the construction of the residence. All Lot Purchasers must obtain an official address from the United States Postal Service.

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. No dwelling shall be erected (upon Four Lakes Drive or upon any other Lots which adjoin or abut the Golf Course) in said Phase 3 which has a minimum living area of less than 2200 square feet for a one story dwelling, nor less than 1600 square feet of living area on the ground floor and a total of not less than 2200 square feet of living area for a dwelling of more than one story, not including garages and porches.

No dwelling shall be erected (on streets other than Four Lakes Drive or upon any other Lots which do not adjoin or abut the Golf Course) within said Phase 3 which has a minimum living area

of less than 2000 square feet for a one story dwelling, nor less than 1400 square feet of living area on the ground floor, and a total of not less than 2000 square feet of living area for a dwelling of more than one story, not including garages and porches.

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As to any Lots which border, adjoin or abut the Golf Course, no dwelling, garage or outbuilding will be located on any of said Lots less than 50 feet from the front or back lot line which adjoins or abuts the Golf Course or nearer to the street line than the Building Limit Line shown on the recorded plat.

As to any Lots which do not border, adjoin or abut the Golf Course: 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 ½) 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 to be constructed at the same time the dwelling is constructed. The remaining portion of the driveway from approach to road easement shall be of concrete or asphalt and not less than twelve feet (12') wide.

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, if any, which are to be maintained by the Association.

Section 7.15 Storage of Fluids. No tank for the storage of oil, contaminants or other fluids may be maintained above or under the ground on any Lot. Propane tanks may be installed above or below ground at the owner's discretion.

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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 shingles with a minimum thirty (30) year life span or warranty, or other material specifically approved by the Architectural Committee. All roofs must have a minimum nine on twelve (9/12) pitch. All vent pipes will be of minimum height and will be of such material or color to harmonize with the roof. All chimneys must be constructed of brick or stone.

Prior to construction, all owners must install a temporary white gravel driveway and a tinhorn or concrete pipe which is a minimum of twenty-four feet (24') long, the diameter which shall be determined by Declarant as is otherwise set out herein.

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.

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Section 7.22 Yard Lights. All Lots shall have at least one (1) yard light with a photocell located within twenty (20) of the road right of way. Such yard lighting must be installed at the time the dwelling is built.

Section 7.23 Underground Shelters. All underground shelters, storm shelters, and cellars shall be located at the rear of the house.

Section 7.24 Outbuildings. No outbuildings shall be allowed on any Lots which border, adjoin or abut the Golf Course. One (1) outbuilding may be constructed on any Lot which does not border, adjoin or abut the Golf Course. Said outbuildings must be located at the rear of the house and shall not exceed 24' x 36' in size. The minimum roof pitch on the outbuildings shall be 7 on 12 (7/12). Outbuildings must be constructed of the same materials as the residence. Any outbuilding containing a garage door must be connected to a paved driveway. No breezeways from the dwelling to the outbuilding will be permitted.

Section 7.25 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.

All Lot purchasers are on Notice that various water wells have been drilled and are operating to maintain the Golf Course. No Lot purchaser or owner may object to or challenge the use of said water wells by the Golf Course.

Section 7.26 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 7.27 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 7.28 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.



Section 7.29 Landscaping. All homes must be landscaped and sod must be installed in all yards at the time construction of the dwelling is completed.

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#### 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 Replatting. No rearranging, re-subdividing or replatting 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.



