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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
FOUR LAKES IV, GRADY COUNTY, OKLAHOMA**

THIS DECLARATION, made and entered into this 2nd day of April, 2019, by the undersigned, ("Declarant"), is the current owner of all Lots in Four Lakes IV, a recorded plat of a part of the North Half of Section Two (2), Township Seven (7) North, Range Five (5) West of the Indian Meridian, Grady County, Oklahoma thereof (the "Addition").

WITNESSETH:

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 IV to Grady County, Oklahoma, as shown by 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 install 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, a prior owner of the subject property 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 Four Lakes IV.

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 insure 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 be prohibitive) shall have the following meanings:

1.1 "The Properties" shall mean Four Lakes IV, an addition in Section 2, Township 7 North,

Range 5 West, Grady County, Oklahoma, the "Existing Property" described in the preamble, above.

1.2 "Declarant" shall mean Kopcat, LLC.

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, 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 HOMEOWNERS' 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 4.1 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 "Drainage Easement" shall include those easements designated as such on the Plat or as otherwise herein described.

1.18 "Common Area": Those areas of land, designated on the recorded subdivision plat of the property as roadway, street, utility, or otherwise intended to be owned by the association devoted to the common use and enjoyment for the members of the association and all real and personal property, which may include by illustration, easements, rights of way adjoining public roads, platted detention/retention areas (including the slopes and grades thereof), and perimeter and interior permanent screening or fencing installed by the Declarant, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 2.1. Membership Every Purchaser of a Lot (hereinafter called "Lot Purchaser") other than Lots which are exempt from assessment as specified in Section 3.9 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 2.2 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 III**  
**ASSESSMENTS**

Section 3.1. 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 3.7 and 3.8.

Section 3.1. 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 3.3 Basis and Maximum of Annual Maintenance Assessments

3.3.1 Until January 1, 2021, for each Member the annual maintenance assessment shall be \$350.00 except for those lots which abut West Lake Way which shall pay annual assessments of \$450.00.

3.3.2 From and after January 1, 2021, 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.

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

#### Section 3.4 Special Assessments.

3.4.1 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.

3.4.2 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 3.5 Notice and Quorum for Any Action Authorized Under Sections 3.4.1 and 3.4.2 Written notice of any meeting called for the purpose of taking any action authorized under Section 3.4.1 or 3.4.2, shall be sent to all Members, not less than ten (10) days and not more than sixty (60) day 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 3.6 Date of Commencement of Assessments Due Date.

3.6.1 The annual assessments provided for herein shall commence as to each Lot 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 3.7 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 18% per annum 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 3.8 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 my 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 3.9 Exempt Property. All 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 3.10 Duties of the Board. With respect to assessments, the Board shall:

3.10.1 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,

3.10.2 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 IV**  
**ARCHITECTURAL CONTROL**

Section 4.1. 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 specification 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 maybe 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.

All outbuildings on any such lot shall have a concrete foundation and be of new construction and architectural type similar to the residence on the lot and constructed of material to match the general character of the residence. The outbuilding may be a new steel type building which complies with the requirements set forth herein and such building and all other outbuildings must be burnished slate in color, including the roof, wall, doors and trim. The following provisions shall be applicable to all out buildings:

- i. All shall be new construction;
- ii. Each must have concrete floors;
- iii. None shall exceed 2000 square feet nor have a top roof peak exceeding 17 feet from the ground;
- iv. All out buildings must be located behind the back line of any house built on any lot;
- v. Must have concrete or approved hard surface driveway.
- vi. Only one metal outbuilding per lot is allowed.

Each property owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs, and other similar growth. Prior to the removal of any such growth, the plans referred to above shall be submitted to the Architectural Committee for the committee's review and comments. Such plans shall include the location of all trees that are 6 inches or more in diameter, measured 6 feet above the ground. The design of all structures shall attempt to save such trees, except to the extent that they may become dangerous or hazardous or impede proper drainage of the lot. If any such tree is removed without approval of the Declarant, the property owner, on order of the Declarant, will replace the tree with a similar tree specified by Declarant. This restriction shall not apply to Eastern

Redcedars and other similar juniper trees.

Section 4.2 Landscaping. Prior to construction of any residences, a landscape plan must be submitted to the Architectural Committee to show the general design plan for site landscaping.

Section 4.3 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 4.1 or for any waiver or consent provided for herein.

Section 4.4 Proceeding with Work. Upon receipt of approval as provided in Section 4.1, 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.

Section 4.5 Liability of Committee. Neither the Architectural Committee, not 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 V

### EXTERIOR MAINTENANCE, SECURITY AND ACCESS

Section 5.1. 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 5.2 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 III hereof and shall be a lien on the property and subject to all collection rights therein provided.

Section 5.3 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 5.4 Fencing. Any fence erected on that part of any Lot in front of the setback restriction as set forth in the plat 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. Stockade fencing will only be permitted after review and for privacy areas only. Plans for any such fence shall be submitted to the architectural committee for approval prior to construction.

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 5.5 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. Access to The Properties shall be provided to the police and fire departments and any other necessary public safety entities.

Section 5.6 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 VI** **GENERAL RESTRICTIONS**

Section 6.1. 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 there of subject to the terms and provisions hereof, and to the Rules.

Section 6.2 Signs and Billboards. 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 construct entrance gateways and larger permanent signs identifying the development.

Section 6.3 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 3.7 hereof. There shall be added to the actual cost of the work 10% to cover the administration expense of the Association.



Section 6.4 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 in accordance with the engineering plans submitted and must be approved in advance by the Declarant.

Each owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent cleanup shall be the responsibility of the owner. In the event landscaping is delayed to meet optimal planting seasons, owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Architectural Committee acknowledgment of compliance will depend upon compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within 24 hours of notice of such default.

Section 6.5 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

Section 6.6 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which way be or way become a nuisance or annoyance to the neighborhood.

Section 6.7 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. Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

Section 6.8 Clothes Drying Facilities and Air Conditioners. No outside clothes drying facility or window-type air conditioner shall be Visible From Neighboring Property.

Section 6.9 Trehouses, Platforms, and Antennae. No trehouses, 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 6.10 Mail Boxes. All mailboxes must be constructed of either brick, stone or ornamental iron, lighted, hardwired for a photo electrical cell 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 6.11 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 6.12 Size and Location of Dwellings. No dwelling shall be erected in said Four Lakes IV which has a minimum living area of less than 2400 square feet, not including garages and porches.

No dwelling will exceed two and one half (2 ½) stories in height.

Section 6.13 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. Gravel drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard surface approved by the Architectural Committee. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Section 6.14 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 or 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 6.15 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 must be installed below ground.

Section 6.16 Vacant Lots. No trash, ashes, grass clippings or other refuse may be thrown or dumped on any vacant Lot.

Section 6.17 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 6.18 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 6.19 Materials and Construction. Work shall commence on a residence within two (2) years after a purchase of any Lot within the subdivision unless said time is extended by the Architectural Committee. 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 construction is commenced. 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. No metal roofs allowed. 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 as determined by engineer and approved by Declarant as is otherwise set out herein.

Section 6.20 Closed Sewage Systems. All septic tanks absorption fields, aerobic systems and lateral lines must conform to minimum State regulations and shall be constructed in accordance with the recommendations of the Department of Environmental Quality. Prior to covering sewage disposal system, the owner must obtain and pass inspection from the Health Department. No sewage disposal system may be constructed on one lot which would interfere with the property drainage either on the lot of the owner, or any other lot. LAGOON SYSTEMS ARE NOT PERMITTED. 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 6.21 Underground Shelters. All underground shelters, storm shelters, and cellars shall be located at the rear of the house.

Section 6.22 Water Well Approval. Any private water well or private water system created on any lot in The Properties shall first be approved by the Department of Environment Quality for Grady County, State of Oklahoma, and all such private water systems or wells shall be operated, maintained, repaired and replaced to comply with the requirements of the State Health Department of the State of Oklahoma.

Section 6.23 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 IV.

Section 6.24 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 6.25 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 6.26. Pools. Small, temporary children's style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity, and are emptied when not in use. Aboveground pools are not permitted on any Lot. In ground pools are permitted with prior Architectural Committee approval.

Section 6.27. Use of Water Areas. Swimming, use of personal flotation devices, or other active use of lakes and ponds within Four Lakes IV are prohibited except that catch and release fishing from the shore shall be permitted with appropriate licenses. Lot owners with lake access may use the entire lake via non-motorized boats, but the shoreline is the private property of the lot owners adjoining same. The lot owner of a lot that borders a pond or lake within the addition may build a dock, must receive prior written approval from the Architectural Committee as to size, design and materials. No motorized boats or other devices are allowed on the lake.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

Section 7.1 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 7.2 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 often (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%) or 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 7.3 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 7.4 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 7.5 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.

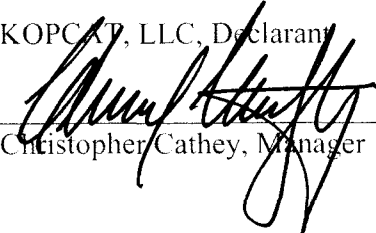
Section 7.6 Right to Assign. The Declarant by an appropriate instrument or instruments may assign or convey to any person or persons any or all of the rights, reservations, assessments and privileges herein reserved by Declarant, and upon such may at their option, exercise, transfer or assign such rights, reservations, assessments, and privileges or anyone or more of them, at anytime or times in the same way and manner as though directly reserved by them or it in this instrument.

All other restrictions and covenants contained in said Declaration of Covenants, Conditions, Restrictions and Reservations shall remain in full force and effect as therein set forth.

Notwithstanding any provision contained herein, all owners of any lot within the addition must comply with all Blanchard, Oklahoma, ordinances relating to this addition.

This agreement shall be binding on the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, We have hereunto set our hands on this 2nd day of April, 2019.

KOPCAT, LLC, Declarant  
By:   
Christopher Cathey, Manager



Declaration of Covenants, Conditions and Restrictions  
 of Switch Grass Addition, McClain County, Oklahoma.

ACKNOWLEDGMENT

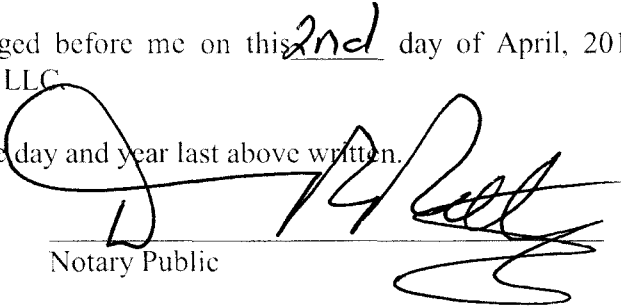
STATE OF OKLAHOMA )  
 ) ss.  
 COUNTY OF McCLAIN )

This instrument was acknowledged before me on this 2nd day of April, 2019, by Christopher Cathey, Manager of Kopcat, LLC.

Given under my hand and seal the day and year last above written.

My Commission Expires:

05/09/2019

  
 \_\_\_\_\_  
 Notary Public

