

Restrictive Covenants - Phase III

KNOW ALL MEN BY THESE PRESENTS:

That Sleepy Hollow of Grand Lake, Inc., being the sole owner of the fee simple title in and to Port Duncan of Monkey Island, Phase III, for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title to the real estate above described, does hereby impose the following protective covenants and restrictions to which it shall be incumbent upon its successors to adhere, to wit:

- 1) No lot or lots, block or blocks in the above entitled addition shall be used for any purpose but single family residential purposes.
- 2) The floor area of each main residence building that may be erected on any plot in said addition shall not be less than 800 square feet, 1,000 square feet on all water front lots; exclusive of open porches and garages.
- 3) Mobile Homes will not be allowed on any lot.
- 4) No building shall be erected, altered or placed, on any building plot in this addition until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of three persons to be elected by a majority of the property owners of said subdivision, to wit Port Duncan of Monkey Island, Phase III, Delaware County, Oklahoma, said election to be held at 12.00 noon on June 1, 1975, and at 12.00 noon on June 1, of each and every year thereafter, said election to be held on Lot 45, Block 2, Port Duncan of Monkey Island, Phase I, Delaware County, Oklahoma. Said three members of the Building Committee shall serve for a period of one year from June 1, to June 1, of the year following, and in the event of a vacancy the other two members or one member as the case may be, may appoint one or two members to fill the vacancy. At all times the Building Committee shall be property owners within said Port Duncan of Monkey Island, Phase III.
- 5) No building shall be located nearer than 20 feet to the front line; no building shall be located nearer than 8 feet to any side lot line; in the event there is common ownership of two adjoining lots side by side such restriction relating to the location of a structure within eight (8) feet of any side lot line shall not be applicable to that lot line that divides the adjoining lots commonly owned.
- 6) No detached garage or other outbuildings shall be located nearer the front lot line than sixty feet (60') nor nearer the side lot or plot line than eight feet (8').
- 7) All residences must be approved by the Building Committee two weeks prior to starting construction.
- 8) No fences, walls, or hedges greater than three feet (3') in height shall be constructed, installed or grown on the front portion of any lot in this subdivision between the front lot line or side street line and the front building set back line or side street set back line respectively.
- 9) No lot in this subdivision shall be used for any business, trade, professional or commercial use whatsoever. Proved further, that no said business, trade, professional, or commercial use shall be made of any residence constructed in said addition.
- 10) No noxious or offensive trade or activity shall ever be carried upon any lot in said addition, nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 11) All lots have a ten (10) foot easement on the rear lot line, a seven and one-half (7-1/2) foot easement on the side lot line, and a fifteen (15) foot easement on the front lot line, for the purpose of public use as utility easements and drainage easements.
- 12) No existing erected building or structures of any sort may be moved onto and / or placed on any portion of the above addition without prior written approval of the Building Committee, it being the intention of this covenant to definitely prohibit the moving onto and placing of any existing structure whatsoever on any lot or block in said addition.
- 13) The keeping of livestock, fowl and rabbits of any character on any lot in this subdivision shall be prohibited, and the keeping, boarding or breeding of dogs, cats, birds or other pets on a commercial basis shall not be permitted within this addition. All household pets must be kept fenced or tied up.

- 14) Should any owner, or tenant of any lot or lots in this addition violate any of the restrictive covenants and / or conditions contained herein, and thereafter refuse to correct same and to abide by the same, after reasonable notice, then in such event any owner of any lot in said addition may institute legal proceedings to enjoin, abate and correct such violation or violations, and the owner of the lot or lots permitting the violation of such restrictions and conditions shall pay all attorney fees, court costs and necessary expenses incurred by the person instituting such legal action to maintain and enforce the restrictions and conditions; said attorney fees to be fixed by the court, and it is further agreed that the amount of the attorneys' fees, court costs, expenses and damages, if any, assessed by the court for the aforesaid violation or violations shall become a lien upon the land as of the date of the institution of such proceedings, and such lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens on real estate, the procedure as to which is fixed by statute.
- 15) No more than one single family attached residence shall be erected on any lot in said addition, and where the whole parts of two lots are combined to form a single building site, no more than one single family residence shall be constructed on such building site. It is the intention of this covenant to prevent the subdividing of the lots or blocks in this addition to any manner whatsoever which would result in the construction of more houses in a block than the number of lots originally platted in such block.
- 16) No boat shall be stored on any lot for more than three (3) days, unless it is stored in a covered storage area.
- 17) These covenants shall run with the land and shall be binding upon all parties and persons and their successors in title until May 1, 1985, at which time said covenants shall automatically be extended for successive periods of 10 years unless by a vote of two-thirds (2/3rds) of the then owners of all the lots in this addition, it is agreed such covenants be modified or cancelled. The invalidation of anyone of these restrictions or covenants by the judgment of any court shall in no way affect any other provisions, which shall remain in full force and effect.

WITNESS my hand this 6th day of May, 1975.

SLEEPY HOLLOW
OF GRAND LAKE INC.

By /s/ Ted E. Hoffman