

Port Duncan Restrictive Covenants – Phase one

KNOW ALL MEN BY THESE PRESENTS:

That Green Country Shores, Inc., being the sole owner of the fee simple title in and to Port Duncan of Monkey Island, Phase I 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, except Lots 36 thru 45, Block 1; Lots 44, 45, Block 2; Lots 1, 2, 19 thru 24, Block 8. Lots 1 and 2, Block 1 may be used for commercial use.
2. The floor area of each main residence building that may be erected on any plot in said addition shall not be less than 600 square feet, exclusive of open porches and garages .
3. 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, 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 I, Delaware County, Oklahoma, said election to be held at 12:00 noon on June 1, 1972, 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 I.
4. No building shall be located nearer than 15 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 8 feet of any side lot line shall not be applicable to that lot line that divides the adjoining lots commonly owned.
5. No detached garage or other outbuilding shall be located nearer the front lot line than sixty feet (60') nor nearer the side lot or plot line than eight feet (8').
6. No fences, walls, or hedges 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.
7. No lots in this subdivision shall be used for any business, trade, professional or commercial use whatsoever. Provided further, that no said business, trade, professional, or commercial use shall be made of any residence constructed in said addition.
8. 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 five (5) 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 flowage 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, it being the intention of this covenant to definitely prohibit the moving onto and placing of any existing structure

10/27/2010

I-2014-006248 Book 2085 Pg: 67
08/11/2014 10:27 am Pg 0066-0067
Fee: \$ 15.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

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 or shall be erected on any lot in said addition, except Lots 19 thru 24, Block 8, 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. Condominiums can be constructed on Lots 19 thru 24, Block 8. It is the intention of this covenant to prevent the subdividing of the lots or blocks in this addition in 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 boats or trailers shall be parked or stored on any lot for over seventy-two (72) hours, unless parked 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, 1992, 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.

18. The invalidation of any one of the restrictions or covenants by the judgments of any court shall in no way affect any other provisions, which shall remain in full force and effect.

WITNESS my hand this 23rd day of May, 1972.

GREEN COUNTRY SHORES, INC.
By / S / Russal B. Brawley
Amended April 1, 1973, Filed April
18, 1973, Book 313 Page
10/27/2010

Amended April 13, 2013 by a vote of all lot owners in Phase One, passing by 189 votes. Of 256 lot owners in Phase One.

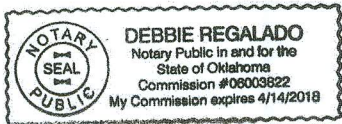
President Debbie Rutledge Date 8-9-2014

Secretary [Signature] Date 8/9/14

State of Oklahoma)
County of Delaware) SS.

Before me, the undersigned, Notary Public, within for said county and State, on this 9th day of Aug 2014
Personal appeared Debbie Rutledge To me known to be the identical persons who
executed the within and foregoing Instrument, and acknowledged to me that they executed the same as their free and
voluntary act and deed, for the purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my Notary Seal the day and year last above written.

NOTARY PUBLIC Debbie Regalado # 06003822
My Commission Expires: 4-14-2018



) SS
COUNTY OF DELAWARE)

Before me, the undersigned, a Notary Public, with in said County and State, on this Tenth day of September 2011, personally appeared Betty Rutledge, to me known to be the identical person who subscribed the name of Port Duncan Owner's Association to the within and foregoing instrument as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: *4-14-2018*
My Commission Number: *06003822*

NOTARY PUBLIC

Debbie Regalado

