



2-12-18
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RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS

Crestwood Addition

A subdivision located in Section 23, Township 23 North, Range 20 East, Mayes County, OK.

1. No animals, birds or poultry of any kind shall be raised, bred, maintained or allowed on the property, except for no more than three common domestic or household pets, and all animals must be on a leash when at large. There shall be no commercial kennels or breeding facilities allowed. Pit Bull dogs and Rottweilers or mixes thereof are specifically prohibited.
2. No business, trade, or commercial activity, except in-home business, may be conducted upon the property. Commercial signs are not allowed. Garage sales, the sale of cars, motorcycles, water craft or other motor vehicles are not allowed.
3. No vehicle, vessel, personal property of any kind, that is inoperable or in salvage condition, or is in the process of being torn down or repaired or is in a state of junk, nor any other type of salvage or junk material, is to be placed or kept or permitted to remain on the property. The owner shall not park, store, or keep any vehicle outside which is not in operating order. No more than four passenger cars or trucks, one boat and one recreational vehicle in running condition or travel trailer are allowed on the property at any time except that from time to time additional cars would be allowed for guests of the property owner.
4. No tent, shack, garage, recreational vehicle, travel trailer, or other outbuilding may be used as a residence, except that a recreational vehicle, travel trailer or out building could be occupied during construction of a new home for not more than nine months.
5. The property shall be used exclusively for single family residential purposes and no more than one dwelling shall be placed on each tract. Newly constructed homes, cabins, or double wide mobile or modular homes no older than ten years when placed on the site are allowed. It is the intention and purpose of this covenant to assure that the dwelling shall be of quality workmanship and materials. Dwellings, garages and outbuildings shall be constructed of new material and shall be constructed in a workmanlike manner. Underground homes, dome houses, moved in houses and outbuildings are not allowed.
6. Part of the property is shown on the FEMA Flood Insurance Rate Map as being located in Zones "AE & X" with a base flood or 100 year flood elevation of 641' MSL. All buildings are required to be above 641 MSL.
7. All use of the property shall comply with GRDA regulations.
8. No dwelling or building shall be located closer than fifty (50) feet from the front (street) property line or fifteen (15) feet from side property lines. However, if two or more adjacent tracts are owned by the same party, building may occur on, or adjacent to, the property line located between the lots owned by this party.
9. The property will not be used for the storage of materials for a period of no greater than thirty days prior to the start of construction and the construction shall be completed within nine months. The property shall be maintained in neat and orderly condition at all times. A structure totally or partially destroyed by fire or any other disaster must be rebuilt within six months, and/or the lot shall be cleared of all debris by its owner.
10. No outside lighting shall be installed which shines directly onto any adjacent property.
11. No exposed clothesline poles or outdoor drying apparatus will be permitted.
12. No outside or portable toilet facilities shall be placed on the property except during the time of construction.
13. Any fence that is constructed on the property shall not exceed a height of 6', shall be of materials that are normally used for residential purposes and shall not be built in such a manner to obstruct the reasonable view from, or passage of air to and from the neighboring properties. No corrugated metal, sheet metal fence, or any other type fence that is not normally considered to be residential in type shall be placed on the property. Barbed wire and field fencing shall be allowed.
14. Sewage disposal systems shall be constructed in accordance with the regulations and standards of the Department of Environmental Quality.
15. No activities shall be conducted which might be unsafe or hazardous to any person or property.

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16. The property owner shall be responsible for keeping his property clean and clear of tall grass, weeds and debris.
17. The property will not be rearranged, resubdivided, replatted, split or divided into further portions.
18. The road serving the property, the entrance gate, the boat dock access easement and boat dock will be maintained by the property owners. Any cost for repairs, upkeep and permits shall be prorated equally and assessed to the property owners.
19. Title of the boat dock to be transferred by bill of sale to the lot owners at time of closing, each lot owner will receive 1/9th ownership in the boat dock. The six boat slips are for the exclusive use of the owners of Lots 1, 2, 3, 4, 5 and 6; the lot owners of Lots 7, 8, and 9 are permitted to tie up to the outside of the dock.
20. These covenants, conditions and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them and may be changed and amended only by a vote of two-thirds of the lot/tract owners in said subdivision, each lot/tract entitling its owner or owners to one vote.
21. Invalidation of any one of these covenants, restrictions or conditions, shall in no way affect any of the other provisions which shall remain in full force and effect.
22. Should the owner of the property violate any of the restrictive covenants or conditions contained herein, the Grantors or any land owners in Crestwood Addition, an unplatted subdivision in Section 23, Township 23 North, Range 20 East, Mayes County Oklahoma, may institute legal proceedings to enjoin, abate or correct such violation or violations and shall be entitled to damages by reason of enforcing the covenants and restrictions contained herein. Damages shall include but not be limited to recovery of court costs and attorney fees in addition to any and all other damages.