

Covenants and Restrictions School Land – Shawnee Twin Lakes

OWNER/LESSOR'S CERTIFICATE, DEDICATION, AND PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Commissioners of the Land Office ("OWNER/LESSOR") hereby certifies it is the owner of, and the only person or entity having any right, title or interest in and to the following described real property and premises located in Pottawatomie County, Oklahoma (herein called the "Subdivision"), to-wit:

Lots 1 through 45 of S/2 and SE/4NE/4 Sec. 16-10N-2E1M, Pottawatomie County, Oklahoma according to the recorded plat thereof.

Owner/Lessor further certifies it has caused the Subdivision to be surveyed, staked, and platted into lots, streets and/or avenues, showing accurate dimensions of the lots, rights-of-way, widths of the streets and reserves for utilities, and alleys. Owner/Lessor reserves all of the streets and avenues in the Subdivision, and reserves easements for installation, maintenance and utilities, and for drainage within the Subdivision, as shown by the recorded plat. Owner/Lessor designates the Subdivision as "Shawnee Twin Lakes."

PROTECTIVE AND RESTRICTIVE COVENANTS

For the purpose of providing an orderly development of the lots described above, and for the purpose of providing adequate restrictive covenants for the mutual benefit of said party and its successors in title to such subdivision, Owner/Lessor hereby imposes the following restrictions, covenants and reservations:

1. All lots in the Subdivision are hereby reserved exclusively for use as single-family dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single-family dwellings not to exceed two (2) stories in height and a private attached or detached garage for a minimum of two (2) cars but a maximum of three (3) cars.

2. Existing structures on lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 20, 22, 27, 29, 30, 32, 33, 34, 35, 36, 38, 40, 44 and 45 are grandfathered into the development and may not, at this time, fully comply with these covenants, however, all improvements and lots must be maintained and cared for by lessee according to these covenants without exception. Should improvements or lots not be cared for or maintained in good condition, Owner/Lessor may request the improvements be removed or the lot maintained and if lessee does not comply Owner/Lessor may cause the removal of the improvements or the maintenance of the lot and lessee will be liable for the costs incurred, including court costs and attorney fees.

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Commissioners of the Land
120 N Robinson Ste. 1000W
OKC, OK 73102

3. The minimum square foot area requirements for residences on said lots shall be One Thousand Two-Hundred Fifty (1,250) square feet. This minimum figure is for living space and is exclusive of garages, covered porches, basements, and breezeways.

4. No building shall be erected, placed or altered on any lot described herein until the building plans, specifications and plot plans showing the location of such building, roofing design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by the Lessor, or its designated representatives. In the event Lessor, or its designated representatives, fails to approve or deny, within thirty (30) calendar days, any plans or specifications submitted to them, then approval will not be required and this covenant shall be deemed to have been fully observed.

5. Utility corridors for installation and maintenance of public utilities may be reserved or designated for future development. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all permitted improvements shall be maintained continuously by the lessee of the lot, except for those improvements for which a public authority or utility company may be responsible.

6. Conformity of building design or materials will not be required, however maintenance and up-keep of all building exteriors in a good or excellent condition, which is in the sole discretion of Owner/Lessor, is required.

7. The lessee of a lot which abuts Shawnee Twin Lakes may construct a boat dock according to City of Shawnee Standards.

8. Individual sewage disposal systems may be constructed upon each lot but shall conform to and meet all requirements set forth by the City of Shawnee and the Oklahoma Department of Environmental Quality. Aerobic Septic Systems will be required on all new lot construction. When existing septic systems fail and cannot be repaired any new septic system shall be an Aerobic Septic System. Outside functional privies are prohibited on any lot except for a permitted short duration, maximum 7 days, when an existing septic system fails or outside large parties are planned.

9. Water wells drilled on lots for either residential use or lot irrigation shall be constructed and maintained according to Oklahoma Department of Environmental Quality and Oklahoma Water Resources Board Standards.

10. All buildings or structures constructed on any lot shall have a minimum lake front set back of 50 feet from the ordinary high water mark (OHWM); a minimum setback of 25 feet from the front road; and a minimum setback of 15 feet from the side lot line.

11. No building or structure may be placed, erected or used exclusively for business, professional, trade, clubs or commercial purposes on any portion of the Subdivision. A type of business that can be operated from the home, such as a real estate or similar office type business, bed & breakfast, or lake cottage rentals, may be permitted in accordance with the City of Shawnee zoning standards for home occupancy and with written permission from Owner/Lessor. Under no circumstances shall a home business cause excessive traffic into or out of the residence, nor shall equipment or supplies be stored in public view.

12. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet, or one (1) sign of not more than three (3)

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square feet for advertising the property for sale or rent, or a sign used by a builder to advertise the property during construction and sale.

13. Fifth-wheel trailers, recreational vehicles, tents, or other temporary structures may be used for weekend or overnight camping. These structures may not be used as a primary residence. None of the above-listed structures shall be either occupied or parked on the lots for extended periods of time. These structures are allowed to be parked on lots with existing homes or residences as part of the lessee's personal property as long as parking such structures does not violate any other restrictive covenant set forth herein.

14. Except for existing mobile homes placed on properties prior to the filing of record of these covenants, which are grandfathered into the Subdivision, no single-wide mobile homes of any kind shall be allowed to be placed or parked, either permanently or temporarily on any lot. Existing mobile homes that are grandfathered into the Subdivision may not be replaced with any single-wide mobile home. Modular homes, including double-wide mobile homes, may be permitted if the design and quality are approved by Owner/Lessor.

15. Residential frame homes may be relocated onto lots and placed on concrete slab or stem wall foundations. Any remodeling, restoring, and/or refurbishment of such residential frame homes must be completed within 2 years.

16. The following provisions shall be applicable to all outbuildings unless otherwise approved by the Owner/Lessor:

- a. No outbuilding may be used as a residence either temporarily or permanently unless an emergency arises in which the primary residence must be unoccupied for reconstruction;
- b. All outbuildings shall be of new construction;
- c. Any outbuilding shall not exceed the lesser of two-thirds (2/3) of the heated living space of the primary dwelling or two and one-half (2.5) percent of the square footage of the lot;
- d. All outbuildings shall not be greater than eighteen (18) feet in height at the peak;
- e. No outbuilding shall be permitted in any easement for utilities nor be allowed to interfere with storm water drainage;
- f. The architectural style of any out building must be similar to or blend with that of the primary residence;
- g. All out buildings must have concrete floors or other suitable substitute flooring approved by Owner/Lessor; and
- h. All construction and design of outbuildings must be approved by Owner/Lessor.

17. Chimneys on newly-constructed homes must have a brick or stone veneer.

18. Shared access roads between residences shall be utilized to prevent unnecessary disturbance of the lake side area. All access roads, for ingress and egress from each lot to any street must be a minimum of 20 feet in width and have a minimum of 2 inches of 1-inch crusher run rock or a suitable substitute material approved by Lessor/Owner.

19. All fencing shall be constructed of brick, stone, wood, vinyl or chain link material. In addition, there shall be no privacy fencing on the rear of any lot facing the lake. Any fencing

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on the rear of any lot facing the lake must be a fencing type that will allow visual eyesight to the lake from the residence and shall not exceed six (6) feet in height.

20. It is the intent of the Owner/Lessor to keep any environmental disturbance of the real property in the Subdivision to a minimum and maintain as much of the native tree species as possible and practical during any construction. Open area and lawns are encouraged; however, clearing the entire lot of existing native trees is discouraged. The maximum building coverage ratio for each lot for impervious surfaces shall be twenty percent (20%) inclusive of all primary and secondary structures. Total impervious area shall not exceed thirty percent (30%) of the lease area.

21. No inoperable vehicles, boats, trailers, campers, or automobiles shall be temporarily or permanently parked, located, or otherwise maintained on any lot.

22. No truck (i.e. semi-tractors, bob-tail trucks), bus, commercial vehicle, or recreational vehicle of any kind weighing two (2) tons or more, shall be parked or permitted to remain on the driveway of, or street adjacent to, any lot, except for such periods of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. Lessees and occupants of residential buildings in the subdivision shall not use the driveways and streets adjacent thereto for the storage or habitual parking of any such prohibited vehicle.

23. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial or agricultural purpose. Lessees and/or residents who own such pets shall be responsible for and shall supervise such pets at all times to prevent such pets from becoming a nuisance to the other lessees and/or residents.

24. No rubbish, trash, garbage, waste, ashes, or other refuse may be thrown or dumped on any lot. Lessees of lots, whether improved or unimproved, must keep their lot free of debris and are required to keep the lot in presentable condition, as defined by Owner/Lessor, and any refuse must be hauled away for disposal at lessee's expense.

25. Each lessee shall continuously maintain the landscaping on each of his/her lots, including mowing, planting, and maintaining shrubs and trees.

26. All antenna, poles, or similar items placed on the property shall be located so as to not be seen from the front of the property and shall not be more than ten (10) feet higher than the top of any outbuilding. In addition, such items should be placed so as to not adversely affect the use and enjoyment by any other lessees of their lots.

27. No noxious or offensive trade or activity shall be conducted or carried out upon any portion of property that will adversely affect the use and enjoyment by any other lessees of their lots, nor shall any nuisance be permitted to occur or remain on any property in the Subdivision.

28. Each user, lessee, and occupant of each lot or building shall at all times comply with all laws and ordinances, rules, regulations and orders of all federal, state, county and municipal governments and governmental agencies then applicable to the Subdivision.

29. If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, the Owner/Lessor or any lessee of any lot in the Subdivision may bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages.

30. The foregoing covenants and restrictions shall run with the land and be binding on all present and future lessees, their successors and assigns, and all parties claiming under them for a term of twenty (20) years from the date this document is recorded at which time the covenants

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shall be automatically extended for successive periods of ten (10) years unless it is agreed to change or abrogate the covenants in part or in whole.

31. Invalidation of any one of the covenants set forth herein, or any part thereof, by judgment, court order, or otherwise shall in no way affect any of the other covenants herein which shall remain in full force and effect.

Executed this 17th day of November, 2010.



Douglas B. Allen, Secretary
Commissioners of the Land Office (Owner/Lessor)

No. Shawnee Twin Lakes
Vol. DB Page _____
Recorded 8/9/2012
(Date)
By L. Coy
(Records Clerk)

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