



**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS COVERING CERTAIN REAL PROPERTY
SUBJECT PROPERTY IS DESCRIBED IN EXHIBIT A**

THIS DECLARATION made and entered into this ___ day of ___, in the year ___ by EUFAULA LAKE PRIVATE ESTATES, LLC (“Current Owner” or “Declarant”), which is the current owner of all of the Lots described in Exhibit A (the “Addition”).

WHEREAS, Let it be recorded that EUFAULA LAKE PRIVATE ESTATES, LLC has caused the land to be surveyed, platted and subdivided into lots, blocks and public streets in conformity with the plat herein under the subdivision name of **EUFAULA POINT**, and they hereby dedicate to the public forever the streets as shown on said plat, and they hereby dedicate the easements for the purpose of permitting the construction, laying, relaying, operation and maintenance of water lines, storm and sanitary sewer lines, gas, electric and telephone lines, and passageway together with the and equipment for each of such facilities, though, over, in, under and across said easements, and they hereby guarantee clear title to all lands so dedicated.

WHEREAS, for the purposes of providing an orderly development of the entire tract; for the further purposes of ensuring adequate restrictions and covenants; and, for the mutual benefit of EUFAULA POINT, and every person acquiring title to, or an interest in, any of the subdivisions real estate, EUFAULA LAKE PRIVATE ESTATES, LLC does hereby impose the following restrictive covenants on the land which shall be binding upon all purchasers, owners and their successors or assigns, to-wit.

- I. **USE OF PROPERTY.** Borrower will use the property for a reasonable purpose that is free from traits which would be of a nuisance to the lots of the subdivision, without restrictions of reach to other subdivision(s) that are in existence or may be established from this time forward.
- II. **SETBACKS AND EASEMENTS.** All structures shall be located at least fifteen (15) feet from any front, side or rear of any and all lot boundaries, unless the two or more parties from the adjoining lots come to a shared agreement of terms, and have it documented and signed by each individual who will be affected directly by these changes.
- III. **STRUCTURES AND TEMPORARY DWELLINGS.** Plans and specifications for all structures and accessory buildings must be submitted to EUFAULA LAKE PRIVATE ESTATES, LLC or its duly authorized agent for written approval prior to the commencement of any construction, and all structures and improvements which are temporary, to include but not limited to any tent, tent shack, lean-to, or other out-building shall be used on any Parcel as a residence. Such structures may be used for recreational purposes only but shall not be allowed to remain on any parcel for more than 21 days per calendar year. A travel trailer, recreational vehicle, portable cabins, or camper unit may be used.



- IV. ACCESS ROADS & MAINTENANCE. The individual owners are responsible for road maintenance to private access roads. No commercial vehicles or heavy equipment are permitted to use the road. If it becomes necessary to permit such usage, and if any road damage is incurred because of said usage, the owners of said vehicles and/or equipment will be required to repair the road back to original condition. If owners of said vehicles and/or equipment are not the property owners, then the property owner will ultimately be financially responsible for any damage done and no other owners will be required to contribute financially. Delivery trucks are permitted to use the access roads. Should any access road be obstructed by the installation of any utility, the Seller must be made aware of the situation no less than 7 days before the construction begins.
- V. HUNTING. To ensure the safety of those within the subdivision, the use of the public access roads for hunting is strictly prohibited. This includes from a vehicle or on foot. Violation of this will cause for immediate termination of any agreement set forth between Buyer and Seller regarding the sale of the property.
- VI. WASTE & SANITATION. If occupied by a resident, a septic system, composting system, or any similar structure such as an outhouse must be in full compliance with any and all federal, state and local laws and regulations.
- VII. SUBDIVISIONS. Unless expressly authorized by the Seller, there shall be no additional subdividing of any of the parcels or tracts within the bounds of the property. However, the Seller, at their discretion, may at any time call for the division and platting of any of the unsold tracts and may, if desired, create an entity to assist in the quality and maintenance of the subdivision, otherwise known as a Homeowners Association (HOA).
- VIII. UTILITIES. Any utility construction on a Parcel shall be the Owner's responsibility at the Owner's sole expense. Any well drilled on a Parcel will also be the Owner's responsibility and sole expense. Well permits must be obtained from the county if required.
- IX. ENVIRONMENTAL COMPLIANCE. Borrowers will comply with all laws affecting the environment. Borrower will notify Seller within ten days after Borrower receives a summons, notice, citation, letter, or any other type of notice from any federal, state, or local authority, or any other person that claims Borrower is in violation of any law affecting the environment. Borrowers indemnify and hold Seller harmless from all violations of any environmental laws. This indemnity includes all costs and expenses incurred by Seller, including reasonable attorneys' fees, that are related to a violation of any environmental laws, even if the Indebtedness has been paid at the time any proceeding, claim, or action is started against Seller. Seller may itself or through Borrower arrange for an environmental audit prepared by a qualified environmental engineering firm acceptable to Seller to confirm the continued



accuracy of Borrower's environmental representations and warranties. Borrower will pay for the environmental audit.

- X. AMENDMENTS to this Declaration shall require the assent of at least 75% of the Lot owners subject to this Declaration. Any Amendment shall be in writing and must be recorded in the land records of the local county clerk.

WHEREAS, these restrictions shall remain in force for a period of ten (10) years from the date hereof; thereafter, they shall automatically be remanded to a majority of the then owners of lots in said subdivision who may alter or amend the same by written instrument duly executed, acknowledged and recorded, and the above and foregoing restrictions are hereby declared to be severable, and should one or more of them be declared invalid or unenforceable, the remainder thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the undersigned owner the day and year first above written.

Seller:

SIGNATURE

PRINTED NAME

Buyer(s):

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

Exhibit A

That part of the E ½ of Section 19, Township 3 South, Range 16 East of the Indian Base and Meridian, Pushmataha County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of said Section 19; thence along the Section Line S01°16'58"E a distance of 663.20 feet to the POINT OF BEGINNING; thence S88°59'44"W a distance of 379.26 feet East side of a mountain road; thence along said mountain road S29°18'05"W a distance of 841.44 feet; thence along said road S50°40'51"W a distance of 2501.10 feet; thence S29°37'51"E a distance of 2703.60 feet to a point on the South Line of said Section 19; thence along the Section Line N88°41'34"E a distance of 1493.57 feet to the Southeast Corner of said Section 19; thence along the East Line thereof N01°16'58"W a distance of 4642.37 feet to the POINT OF BEGINNING.

AND

A piece or parcel of land in Section 20, Township 3 South, Range 16 East of the Indian Base and Meridian, Pushmataha County, Oklahoma, more particularly described as follows: Commencing at the Southwest Corner of the NW ¼ of the NW ¼ of the NW ¼, said point being the POINT OF BEGINNING; thence along the South Line thereof N88°59'44"E a distance of 660.04 feet; thence N01°15'50"W a distance of 662.76 feet; thence N89°01'59"E a distance of 1320.52 feet; thence S01°13'33"E a distance of 661.90 feet; thence N88°59'44"E a distance of 613.40 feet to a point on the West Right-of-Way of State Highway 2; thence along said R/W S09°00'41"E a distance of 19.09 feet; thence along said R/W S81°11'04"W a distance of 160.00 feet; thence along said R/W S07°06'56"E a distance of 156.33 feet; thence along said R/W N84°35'04"E a distance of 160.00 feet; thence along said R/W S04°17'21"E a distance of 790.09 feet to the point of curvature of a non-tangent curve, concave to the East, having a radius of 2934.79 feet a central angle of 16°10'11", and a chord of 825.49 feet bearing S12°19'55"E; thence South along said curve a distance of 828.23 feet; thence along said R/W; thence S09°53'18"E a distance of 52.27 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 2954.79 feet, a central angle of 08°58'10", and a chord of 462.09 feet, bearing S25°55'00"E; thence South along said curve a distance of 462.56 feet; thence along said R/W S42°12'13"E a distance of 78.34 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 2929.79 feet, a central angle of 03°59'33", and a chord of 204.11 feet bearing S33°54'46"E; thence Southeast along said curve a distance of 204.15 feet; thence along said R/W S35°54'33"E a distance of 750.38 feet; thence along said R/W S24°35'57"E a distance of 76.49 feet; thence along said R/W S35°54'33"E a distance of 600.00 feet; thence along said R/W S24°35'57"E a distance of 101.98 feet; thence along said R/W S35°54'33"E a distance of 151.41 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 5628.58 feet and a central angle of 04°47'47"; thence Southeast along said curve, a distance of 471.17 feet; curving to the right; thence S88°44'02"W a distance of 1239.54 feet; thence S01°12'24"E a distance of 330.00 feet to a point that is 2158.42 feet West and 17.00 feet North of the Southeast Corner of said Section 20; thence N88°56'09"E a distance of 1417.40 feet to a point on the West R/W of State Highway 2, said point being 12 feet North of the South Line of said Section 20; thence along said R/W S27°11'11"E a distance of 13.34 feet to a point on said South Line of Section 20; thence along the Section Line S88°44'02"W a distance of 1898.80 feet to the ¼ Corner; thence along the Section Line S88°44'02"W a distance of 2633.97 feet to the Southwest Corner of said Section 20; thence along the West Line of said Section 20 N01°16'58"W a distance of 4642.37 feet to the POINT OF BEGINNING.