

**RESTRICTIVE COVENANTS OF CHEROKEE LAKE ESTATES SUBDIVISION**

**WHEREAS**, the previously enacted restrictive covenants of Cherokee Lake Estates Subdivision filed November 24, 1959 and recorded in Book 221, Pages 808 and 809 of the Delaware County Clerk and those of March, 1966 are antiquated, have fallen into disuse and are incapable of enforcement; and

**WHEREAS**, the Property Owner's Association (hereafter the "Association") of the Cherokee Lake Estates Subdivision desires to establish a uniform system to develop and enhance the residential subdivision known as Cherokee Lake Estates, and

**WHEREAS**, the Association of the desires to protect the unique and enjoyable lake atmosphere, and

**WHEREAS**, the Association of the desires to preserve and enhance their real estate:

The Association hereby adopts, enacts and ratifies the following covenants and conditions to be applied to all property located within the subdivision. All property held, sold, or conveyed in Cherokee Lake Estates is subject to the covenants and conditions set forth below from this day forward.

1. All lot owners of Cherokee Lake Estates Units 1, 2, 3 and 4 are required to be members of the Association, this is stated in the original by laws. The annual dues may be changed by two-thirds (2/3) of the members' approval at the annual meeting of the Association. Dues may be waived at the discretion of the trustees. A hardship waiver application must be submitted for consideration.
2. New construction will be allowed for residential dwellings, and garage or storage buildings for private use only. These buildings are for personal use, there will be no commercial use of any garage, shop or storage building. The Association does not recognize the rental of a residence as a commercial business. All construction must meet the restrictions that are set forth in these covenants.
3. There shall be no commercial businesses requiring outdoors use of any land, including but not limited to dog kennels or other commercial animal operations, automobile, dock builders or construction related businesses.
4. No structures, whether permanent or portable, shall be placed within twenty (20) feet from the center of road for the front property line or within three (3) feet of side property line of any lot within the subdivision. Retaining walls and fences do not apply to the three (3) foot setback. This restrictive covenant shall not require any property owner to remove any violations of the setbacks that exist at the time of the adoption of these covenants. Waterfront lots must conform to rules established by the GRDA and/or the Army Corp of Engineers. Property owners are encouraged to obtain a survey before purchase.

I, the undersigned, County Clerk for  
Delaware County, Oklahoma, do hereby certify  
that the foregoing is a true, correct and full  
copy of the instrument hereon presented and  
appears of record in Book 1784, Page 751.  
24th day of August, 2007  
Carol Fortner  
By \_\_\_\_\_ Deputy

5. New construction shall be of acceptable building materials which is customary and acceptable to the housing industry. All new homes will be a minimum of 800 square feet. New construction shall have a sewage disposal system that conforms to State Health and D.E.Q. regulations and the building site must have approval by DEQ prior to construction. All new or replacement sewage/septic systems must be approved by DEQ. The exterior of the building must be completed one year after construction has been started.
6. Any mobile and/or manufactured homes placed in Cherokee Lake Estates must be no older than seven (7) years old and are required to be a minimum of 800 square feet. They must be properly blocked and skirted with new or like new materials and must have a finished coating and professional workmanship. Mobile homes must be connected to a septic system. Existing mobile homes must conform to these restrictions, with exception to minimum size requirements.
7. Temporary buildings such as storage sheds, campers, travel trailers or tents shall not be used as a residence.
8. All lots and structures must be maintained in good repair in a manner which is customary and acceptable including proper removal of trash and debris. Lots must be maintained in a fashion that will prevent a fire hazard or a nuisance to any other property owner. All cars, boats and trailers will be required to have a current license and tag. No dilapidated cars, boats, trailers, houses or portable buildings or any other nuisances shall be permitted to exist on any lot or road. If a nuisance is reported, the Association will investigate and send a notice if it is determined that a violation of this covenant exists. The affected property owner shall have thirty (30) days to remove or clean up the nuisance. The Association is authorized to grant an extension of this time period if circumstances merit such an extension. If property owner does not comply, the Association will enforce the compliance and an assessment will be billed to the property and the property owners at which time the assessment shall become due and payable by the property owner.
9. There will be no livestock or exotic animals allowed, all household pets should be restrained and shall not be permitted to be a nuisance or to commit any destruction or aggressive behavior towards other property owners. If pets cause any of these problems, they will be required to be leashed or contained to the pet owner's property.
10. No guns or firearms will be allowed on any Association streets, parks, docks or other public areas owned or maintained by the Association. There will be NO HUNTING allowed. Any use of firearms within Cherokee Lake Estates shall be in compliance with Oklahoma State Laws.
11. There will be no public intoxication permitted on any property owned or maintained by the Association.



12. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons viola or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

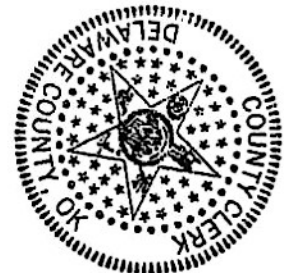
Should the owner or tenant of any tract in Cherokee Lake Estates violate any of these restrictive covenants, any offended owner of any tract in Cherokee Lake Estates may initiate legal proceedings to enjoin, abate, or correct such violations and shall be entitled to damages by reason of enforcing the covenants, conditions and restrictions contained herein.

Be it enacted this 15 day of August, 2007.

Carl Land  
Carl Land, Secretary

Steve Taylor  
Steve Taylor, President

Subscribed and sworn to before me  
this 15 day of August, 2007.



Dee Ann McHenry # 01009123  
Notary # 01009123  
DEE ANN MCHENRY  
NOTARY PUBLIC - OKLAHOMA  
TULSA COUNTY  
My Comm. Expires 5-31-2009

My Commission expires: May 31 2009



**CHEROKEE LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**  
P. O. Box 674  
Disney, OK 74340

**NOTICE**

Notice is hereby given to the owner of every lot in Cherokee Lake Estates, Units 1,2,3 and 4 of a meeting, to approve an amendment to the existing by-laws and approve new restrictive covenants of the Cherokee Lake Estates, a subdivision in Delaware County, Oklahoma. This meeting will be on May 26,2007 at 10:00 A.M. at the Tiajuana Fire Department, Tiajuana Oklahoma.

The notice above was published in the following periodicals and mailings:

The Delaware County Journal, April 18, 2007 and May 16, 2007.

The Chronicle of Grand Lake, April 12, 2007 and April 19, 2007.

A letter mailed to all members of the Cherokee Lake Estates Property Owners Association, Inc., on April 24, 2007.

The Cherokee Lake Estates Property Owners Association, Inc., Spring 2007 Newsletter which was mailed to all property owners of record.

Carl Land  
Carl Land, Secretary  
Cherokee Lake Estates Property Owners Association, Inc.

Subscribed and sworn to before me this 15 day of August, 2007

Dee Ann Henry  
Notary Public  
TULSA COUNTY  
My Comm. Expires 5-31-2009

My Commission expires: May 31 2009

I, the undersigned County Clerk for Delaware County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in this office, this 24th day of August 2007  
Carol Fortner County Clerk  
By Shirley Hinnman Deputy

