

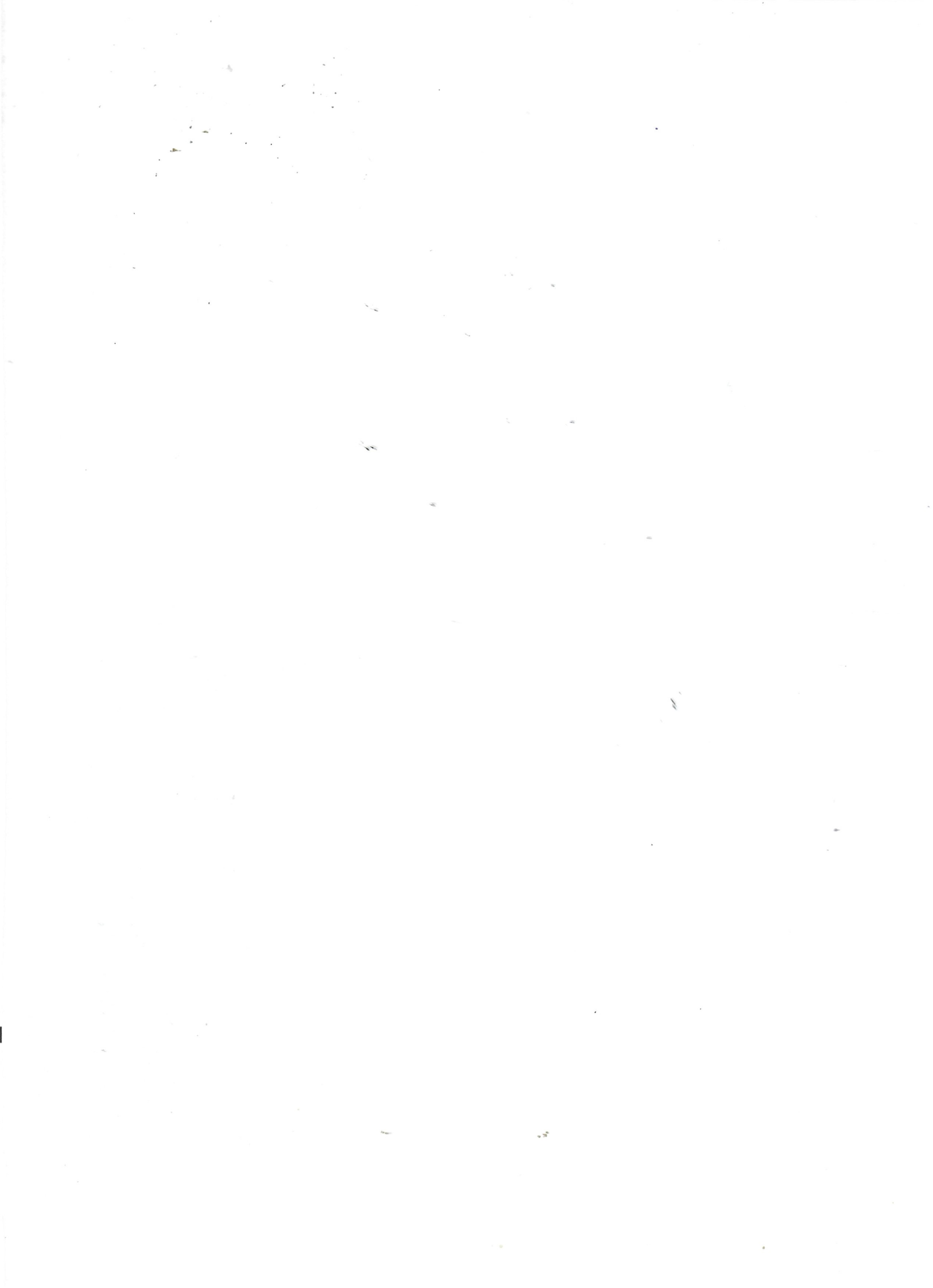


## Oakwood Harbor Board of Trustees

"I, \_\_\_\_\_ (Lot Owner), acknowledge that I have received a copy  
Print Name  
of Oakwood Harbor Subdivision Restrictive Covenants to review, sign and return to the office.  
Access to bathhouses, water and dump stations will be made available upon receipt of signed  
agreement to said Covenants

\_\_\_\_\_  
LOT OWNER

\_\_\_\_\_  
DATE"





## **OAKWOOD HARBOR SUBDIVISION RESTRICTIVE COVENANTS**

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "Restrictive Covenants" or "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument, and are intended to run with the land and be mutually enforceable.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and further, in consideration of the advantages to accrue to the party of the first party, as well as to the future owners of said lots into which said tract may be subdivided, and with the agreement and consent of the party of the second party to act as Trustee hereunder, the party of the first part agrees as follows:

The party of the first part or the Grantor, shall contemporaneously with the recording of each platted subdivision of the above-described land, grant, bargain, sell, convey, transfer, assign and set over unto the said Trustee, his successors and assigns, all singular and several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivisions, together with the lakes, dams, and related facilities and facilities for the disposal of wastewater in the subdivision to be constructed by the Grantor on said above described land, and said Grantor, upon the consideration heretofore recited, do also hereby agree to create, resolve and transfer, assign and grant unto the Trustee easements for the purposes set forth in Article III hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements and roadways. TO HAVE AND TO HOLD all of the foregoing to the Trustee, his successors and assigns, IN TRUST, upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this indenture. As used herein, the word "Trustee" or "Trusteeship" shall mean either a single Trustee or joint Trustees.

### **ARTICLE I ORGANIZATION OF TRUSTEESHIP**

1. The original Trustee herein named shall serve for a term ending within three years from the date of the first sale of a lot in the subdivision or when thirty percent (30%) of the lots are sold, whichever occurs first. In the event of the death, resignation or inability of the herein named Trustee to serve in that capacity prior to the expiration of his term, his successor or successors shall be named by a voting majority of the remaining Trustees who shall select and appoint a Trustee or Trustees to fill the unexpired term. Beginning at the annual meeting in 1995, seven (7) lot owners in Oakwood Harbor shall be elected as Trustees to serve on a Board and as such assume the duties and responsibilities of the Trustee under this indenture.



The three (3) individuals receiving the highest number of votes shall serve for a three (3) year term. The individuals who receive the fourth & fifth highest number of votes shall serve for a two (2) year term. The individuals receiving the sixth & seventh highest number of votes shall serve for a one (1) year term. Thereafter, as these terms expire, new Trustees shall be elected to serve for three (3) year terms.

#### BOARD POSITIONS AND RESPONSIBILITIES:

The positions of President, Vice-President, Secretary, Treasurer, Employee liaison, Property improvement coordinator shall be appointed by the Board following the annual meeting. Any board member is authorized as a signer on Oakwood Harbor checks except the Treasurer.

President - shall be responsible for conducting all monthly and annual meetings.

Vice President - shall be responsible for the tasks of the President in his/her absence.

Secretary - shall be responsible for recording and transcribing the minutes of every meeting.

Treasurer -shall be responsible for preparing and presenting a monthly and annual accounting of all monies received and spent on behalf of the Oakwood Harbor property owners. Shall have sole access to the Oakwood Harbor banking via Internet.

Any Board member who cannot attend a scheduled meeting shall contact the President of the Board and tell him/her they will not be able to attend. The President will inform the remainder of the Board as to the absence and reason for the absence. The Board present will determine as a group if the absence is excusable or unwarranted. In the event the President cannot attend he/she will contact the Vice President. The Vice President shall assume the duties of the President for that meeting.

Any Trustee who misses two (2) consecutive monthly meetings and/or more than four (4) meetings without an excusable cause within the fiscal year (April 1 thru March 31) is subject to immediate removal from the Oakwood Harbor Board of Trustees upon a motion and vote of the board in attendance. The determination of excusable or not shall be stated at the Board roll call by the president and made part of the meeting minutes.

Whereas election/appointment to the Board of Trustees is a position of trust it behooves all Board members to assure their property assessments are paid in full on or before the due date of April 15 annually. Any Trustee who fails to meet this obligation will be suspended from all board related duties until such time as their assessments are paid in full. If said assessments are not paid in full on or before the following June 15th said Trustee shall be subject to removal from the Board upon a motion and vote of the property owners in attendance.



## EMPLOYEES

The Oakwood Harbor Property Owners Association shall maintain adequate employees to maintain the standards as set and funded by the property owners. The employees shall include one Office Manager/Secretary, two general maintenance persons, and one cleaning person. The Office Manager/Secretary shall be responsible for the day-to-day operations of Oakwood Harbor. The Office Manager/Secretary shall answer directly to the Board Treasurer. The Board Treasurer shall report all personnel matters to the general Board of Trustees. No employee shall circumvent the chain of command without explainable due cause. Temporary employees may be retained as contract labor when needed, such as holiday security on Memorial Day, July 4th, and Labor Day.

2. There shall be an annual meeting of lot owners at a convenient place in McIntosh County, Oklahoma, for the transaction of such business as may properly come before said meeting, on the third Saturday in April each year unless it conflicts with a holiday weekend, then the following Saturday at the same time, beginning in the year 1993 and each year thereafter, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said annual meeting. Special meetings of lot owners shall be subject to these same notice requirements.

3. The successor or successors to the Trustee or Trustees when term has expired shall be elected by the lot owners through mail in ballot(s) or dropped off at the Oakwood Harbor Office on or before the 3rd Saturday of April, all ballots must be received before noon on the annual meeting day. All property owner or owners of each lot shall be entitled to one (1) vote for each full lot owned per open seats available (all property owners must be current on their assessments to vote). Person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, succeed and shall be vested with, possessed of all of the estate, rights, interests, privileges and powers by this indenture granted to his or their predecessor or predecessors. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting as provided for above. In the event any Trustee named herein or elected hereunder, with the exception of the original Trustee (who shall be replaced as set forth in Paragraph 1 of this Article I) shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this indenture, then and thereupon, it shall be the duty of the remaining Trustees to select a successor to fill the unexpired term of such deceased or incompetent Trustee or

Trustees. Any business relevant or pertinent to the affairs of the Oakwood Harbor property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above.

4. In any election of Trustees, the owner of each lot shall be entitled to one (1) vote for each full lot owned by him, which vote may be cast in person or by proxy. No person shall, however, be considered the owner of a lot until fee simple title of said lot shall have been conveyed to him by a written instrument which legally transfers title and which has been duly recorded and provided to the trustees.

5. At each annual meeting, the Trustee or Trustees shall render an accounting of all Monies received, disbursed and held by them during and at the end of the preceding calendar year.

#### VOTING:

In any election, property owners are entitled to one vote for each lot(s) owned or the number of owners listed on said lot or lots. Example: Owner X owns ten lots. Owner X is married and their spouse is on the deed(s) as an equal owner of the property(s). Owner X and spouse are entitled to one vote, not one vote each.

#### RIGHTS AND POWERS OF THE TRUSTEESHIP

1. The Trusteeship is a legal entity and shall have the capacity and right to sue as such and shall have the right and duty to enforce, either in the Trustee's own name or in the name of any owner within the subdivision, any and all restrictive covenants and restrictions which may now or which may hereafter be imposed upon any of the lots in Oakwood Harbor subdivision, either in the form as originally placed or as subsequently amended. It is the intention of the Grantor, and it does so declare, that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots. The rights and powers of the Trusteeship set forth herein may be enforced by the lot purchasers or owners. The Trustee shall at all times exercise his rights and powers for the sole benefit of lot purchasers and lot owners. The rights and powers of the Trusteeship set forth herein may be enforced by a quorum of fifty-one percent (51%) of participating lot purchasers or lot owners eligible to vote.

2. The Trustee shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, roads and walkways, and related facilities to be constructed on the above-described property.

3. The Trustee shall have the right and power to provide for the plowing or removal of snow from the aforesaid streets, roadways, and trailways.



4. The Trustee shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in and upon the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon any other areas of the subdivision.

5. The Trustee shall have the right and power to provide lights in or on all drives, lanes, circles, streets and roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this indenture as he may in his judgment determine.

6. The Trustee shall have the right and power to grant easements in, over, along and under the streets, drives, lanes, or roads conveyed to him for any of the purposes set out in Article II hereof.

In addition to the foregoing rights and powers, the Trustee shall have the right and power to grant right of way easements to electric, telephone and other utilities in order to permit them to place, replace, construct, reconstruct, operate, repair, maintain and relocate thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both a transmission or distribution line or system for the purpose of furnishing service to the above-described premises, and to extend said line or system in the future on and across the above-described tracts that may be subdivided and platted in separate lots to enable the utilities to furnish service to others and the right to have ingress and egress to, from and over the above described lands, for doing anything necessary or useful for

7. The Trustee shall have the right and power to construct, to operate, to lease, to purchase, or in any other manner to construct or provide for sewers or sewage or wastewater disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above described tracts, either in their present state or as subdivided, subject to all provisions of applicable law, federal, state and local.

In providing for such services or facilities, the Trustee may himself make use of or he may convey, transfer or assign whole or partial rights in and to the easements created by this indenture, or easement created and set out on the plats of the subdivision of the within described tracts.

8. The Trustee shall have the right and power to provide for and maintain gateways, entrances, and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.

9. The Trustee shall have the right and power to care for and maintain any and all vacant lots, remove weeds and cut grass there-on, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do anything and all other things necessary or desirable in the judgment of the Trustee to keep such vacant and unimproved property neat in appearance and in good order. The Trustee reserves the right to mow and clean up said lots and to charge each



owner a reasonable fee for this service. Failure to pay the charge where it has become necessary to mow and clean said lot shall give the right to the Trustee or his agent, to place a lien against the property for this service and to collect therefore in an action in debt. The Trustee shall also have the right to remove debris, trash, or any unsightly accumulation of materials or junk from lots upon giving lot purchasers or owners thirty (30) days prior written notice of his intention to do so.

### ARTICLE III ASSESSMENTS BY THE TRUSTEE

1. The Trustee and his successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates and on the conditions hereinafter provided:

(A) An automatic cost-of-living adjustment (COLA) shall be added annually to the cost of each lot assessment or equivalent thereof (regardless of the number of lots or equivalents thereof owned) beginning in 2022, as determined by the Social Security Administration (SSA). The uniform annual assessment shall be made as of April 15 each year. Property that is not subdivided into lots on the recorded plat will be subject to assessments based on the property's size and the equivalent number of adjacent or neighboring lot(s) that would equal said property's size. For example, if a property is 16,800 square feet in size and adjacent lots are 2,800 square feet in size, the property is the equivalent of six lots and assessments shall be made accordingly.

(B) To make special assessments if, at any time, the Trustee shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided. In such event, he shall transmit in writing to the owners of lots or equivalent thereof, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of the same, and the total assessment required. If such a project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustee, by a fifty-one percent (51%) majority vote of the owners present at the meeting. The Trustee shall notify all owners of the said tracts of the additional assessments. At no time shall any special assessment exceed \$50.00 per property owner per year.

(C) Any time there is a contract for deed, sale or any other changes in the ownership, the notarized appropriate documents shall be mailed to the Oakwood Harbor Property Owners' Association at 416949 E. 1076 Road, Checotah, Ok. 74426. This should be sent by registered or certified mail. The Trustees shall then cause the records of the Association to be updated. The property purchaser shall be responsible for recording the deed with the County Clerk. Assessments and fees must be paid in full at the time of the property transfer. Any unpaid assessments at the time of transfer shall be the responsibility of the buyer.



The rental of any properties within Oakwood Harbor is expressly forbidden. All properties are to be owner-occupied. Any owner-financed properties must conform to Oklahoma laws. Rent to own is not permitted. The first violation of this provision will result in the individual(s) owner(s) receiving a Warning to comply with the provision within thirty (30) days. Additional or continuing violations will result in the individual(s) owner(s) being assessed a \$250.00 fee for each month that the violation continues.

2. All assessments, either general or special, made by the Trustee for the purposes herein above enumerated shall be made in the manner and subject to the following procedure, to-wit:

(A) Notice of all assessments may be given by mail addressed to the last known or usual postal office address of the holder of the legal title or lot purchaser and deposited in the United States mail, postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.

(B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of percent (10%) bi annually (May/Oct) until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the levying of an assessment and its entry in the Trustee's minutes, the Trustee may, in addition, execute and acknowledge an instrument, reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds, and the Trustee may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustee shall cause to be noted from time to time in corporate minutes of his proceedings, the payment made on account of assessments. The Trustee may institute proceedings to foreclose the lien imposed by the failure to pay assessments under this instrument in a court of competent jurisdiction. Delinquent accounts may be sent to collections.

#### EASEMENTS

The roadway easements are marked by the telephone poles on the sides of the roadways. The roadway easements are not to be used for permanent or long-term parking of any vehicles. No permanent structures can be placed on the easements. Any vehicles including boats, trailers, etc. left unattended on any easement is subject to impoundment at the expense of the vehicle owner. The first violation of this provision will result in the individual(s) being given a warning to comply within 24 hours. If the vehicle is not moved within the specified time, the vehicle will be towed at the owner's expense.

## BOAT RAMP AND DOCK AREA

The boat dock and ramp areas are for the use of all Oakwood Harbor residents and their guests. This area is not to be used for boat or trailer storage as this is a violation of the Army Corp of Engineers rules and the property is subject to impoundment. Parking at the boat ramp is not permitted. Adequate parking is available North of the boat ramp on top of the hill. The Boat Dock is for loading and unloading of passengers. All boats at the dock must be attended. Any unattended boat is subject to immediate impoundment by the Corps of Engineers.

## ARTICLE IV RESTRICTIVE COVENANTS

1. These Covenants are applicable to the entire Oakwood Harbor subdivision, shall run with the land and shall be binding upon all parties hereto and all persons claiming under them including lot purchasers and owners. The use and enjoyment of each lot in the subdivision is subject to the rights and powers of the Trustee and Trusteeship established in this instrument and these restrictive Covenants, or as the same may hereafter be amended. These restrictive Covenants are mutually enforceable by the Trustee and each lot purchaser or owner and shall be applied uniformly to every lot.

2. Prior to beginning construction or moving any structures into Oakwood Harbor the owner must submit his/her plans in writing to the Board of Trustees indicating the proposed location of said structure and projected completion date. The Board of Trustees shall approve or deny, by a majority vote, the application in writing within thirty-one days of application. The first violation of this provision will result in the individual(s) being given a Warning to comply with the provision within thirty (30) days. Failure to comply will subject the individual(s) to a \$250 fee per month until the violation is corrected. Existing violations that occurred in years past because copies of the covenants were not available for distribution or because misinformation was provided shall be considered "grandfathered in" and shall not be subject to either this warning or fee.

3. Standard lot property line setbacks are ten feet (10) from the front, ten feet (10) from all road easements on corner lots, and five (5) feet from the back and sides. All structures, including storage buildings, must comply with these guidelines.

Permanent structures will be permitted only after written approval from the Trustees. The Material must be of standard building material.

Mobile homes may be used as well as commercially manufactured camping vehicles,

Camper vehicles shall be of commercial manufacture. All structures will be single-family dwellings.

4. Camper shells shall not be removed from vehicles and left in place.



5. There are two approved methods of wastewater and sewage disposal:

1. Collection in individual, portable holding tanks and discharged into one of the collection stations.

2. Property owners may install individual holding tanks in accordance with Oklahoma law. The property owner is responsible for the emptying of private holding tanks in accordance with Oklahoma laws and regulations.

6. Property owners may drill individual water wells provided that the wells comply with the Oklahoma laws and regulations.

7. No debris, trash, or unsightly accumulation of materials or junk shall be allowed to remain on the premises and outside storage facilities will be permitted only if prior approval thereof has been obtained from the trustees in writing. The first violation of this provision will result in the individual(s) receiving a thirty (30) day warning to comply with the provision. Additional or continuing violations of this provision will result in the individual(s) being subject to a \$250.00 cleanup fee. If the Oakwood Harbor Property Owners Association takes action to address the violation, the individual(s) will be subject to a reasonable fee for providing any clean-up or remedial services.

8. No commercial or business other than those of the Grantor shall be constructed within the subdivision.

The first violation of this provision will result in the individual(s) being given a Warning to comply with the provision within thirty (30) days. Additional or continuing violations will subject the individual(s) to a \$250.00 fee per vehicle, per day that the violation continues.

Property owners in good standing with all assessments, fees, and in compliance with covenants, have access to water, use of bathhouse facilities, and available dump stations.

Water supplied at the bathhouse facilities is funded by each property owner for the sole intent of providing general household water use and consumption. Water access at the bathhouses must be attended: no hoses or other means of dispersal can be connected to the public access point unless attended by the property owner.

Trash disposal shall be provided as long as it remains cost effective to the property owners as a whole. The quantity will vary with seasonal needs as determined by the Board of Trustees. The trash service provided shall be for the express use of household trash generated by and within the confines of Oakwood Harbor; trash from other sources is not permitted. Bulk trash disposal is not provided by Oakwood Harbor. Bulk trash such as furniture and appliances, is not permitted in the trash receptacles provided by the association.



The Oakwood Harbor Property Owners Association shall maintain certain common grounds for the express use of Oakwood Harbor Property owners and their guests. There shall be a minimum of three bathhouses, which provide heated shower and restroom facilities. These structures shall also be the distribution point for fresh water.

The Oakwood Harbor Property Owners Association shall maintain an office building and maintenance facility. The office facility shall include but not limited an area to facilitate monthly meetings. The adjoining pavilion shall also be maintained along with other facilities to enable family reunions and other large gatherings of property owners as financially feasible.

The bathhouse facilities are not for the purpose of washing vehicles, landscape watering, pet washing, dish washing, clothes washing, etc.

9. No signs may be placed or maintained on any lot other than the name or address of the owner; except for commercially manufactured real estate for sale signs without the prior written approval of the board.

10. No animals shall be kept, maintained or raised on said premises except house pets, which shall be either leashed or confined within a fence at all times if the house pet is a canine. No poultry or livestock such as horses, cattle, goats, lambs, donkeys, rabbits or pigs shall be stabled within the confines of the subdivision. No noxious or offensive activity shall be carried on any lot nor shall anything be done thereon which may be or become a nuisance or annoyance. A first violation of this provision as to the leashing of canines will result in the individual(s) receiving a Warning. Additional violations will subject the individual(s) to a \$250.00 fee. A first violation of this provision as to the fencing of canines will result in the individual(s) receiving a Warning to comply with the provision within ten (10) days. Additional or continuing violations will subject the individual(s) to a \$250.00 fee. A first violation of this provision as to the prohibition of poultry and livestock will result in the individual(s) receiving a Warning to comply with the provision within thirty (30) days. Additional or continuing violations will subject the individual(s) to a \$250.00 fee. These Warnings and fees for additional or continuing violations shall be applied per animal, per occurrence.

11. The lot purchasers and lot owners shall have the right to use all land delineated, set apart or deeded to the Trustee by the Grantor as roads, streets, drives, lanes, circles or other means of ingress or egress within the subdivision.

#### LAW ENFORCEMENT

The Oakwood Harbor Community is within the boundaries of the McIntosh County Sheriff's Department jurisdiction. Any and all matters related to law enforcement should be directed to the McIntosh County Sheriff's Department by the complaining party. Board members and staff are not employees of said law enforcement agency and bear no responsibility to act as an intermediary between any property owner and the Sheriff's Department.

## FIREARMS

No firearms will be intentionally discharged within the boundaries of Oakwood Harbor.

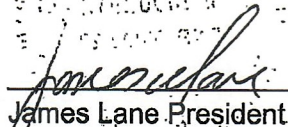
## AMENDMENTS

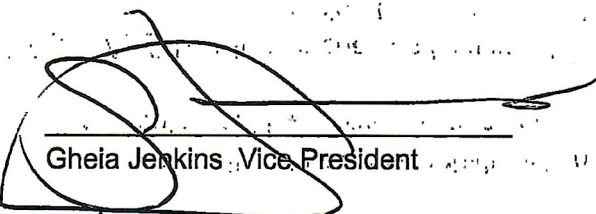
These Covenants may be amended from time to time by a majority vote of the Trustees. Said amendments shall take effect upon the recording of the amended Restrictive Covenants with the County Clerk.

## HOLD HARMLESS

These covenants are several. Invalidation of any of said covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

### PARTY OF THE FIRST PART: OAKWOOD HARBOR BOARD OF TRUSTEES

  
James Lane President

  
Gheia Jenkins Vice President

  
Ryan Sundgaard Secretary

  
Sandra Lane Board Member

  
Juanita Conkright Board Member

  
Orlyn Hink Board Member

\_\_\_\_\_  
Vacant Board Member Seat



STATE OF OKLAHOMA  
COUNTY OF MCINTOSH

1-2025-002872 Book 1235 Pg 204  
07/07/2025 11:25am Pg 0193-0205  
Fee: \$42.00 Doc: \$0.00  
Deena Farrow - McIntosh County Clerk  
State of OK

On July 6 2025 before me, DeAnna Gail Meyers personally appeared the above Board Members, personally known to me (or proven to me based on satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within the instrument and acknowledge to me that he/she/they executed the same in their authorized capacity and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal De Anna Gail Meyers, Notary Public

My Commission Expires 3/9/28

*De Anna Gail Meyers*

