

**FIRST AMENDMENT TO  
LAKE TENKILLER HARBOR OWNERS ASSOCIATION  
SUBDIVISION RESTRICTIONS  
FOR BLOCKS D  
REVISION #1**



-2010-006854 Book 0995 Pg: 942  
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Marshel Bennett - Cherokee County  
State of Oklahoma

The Lake Tenkiller Harbor Owners Association Subdivision Restrictions Revision #1 for Block D is dated July 17th, 2010 and filed October 6th 2010

Introduction and statement of adoption is modified from the original Filed December 21, 1981 as shown in book 337, at pages 461 - 467

***Introduction and statement of adoption***

***Originally read:***

That Lake Tenkiller Associates, a Texas general partnership, the owner of the land hereinabove described, as shown by the plats thereof recorded in the Records of the County Clerk, Cherokee County, Oklahoma, in Book 335 at Pages 184-193, (Plat Cabinet A, #81 and 81A) does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 hereinbelow, and these restrictions and covenants shall run with the land, and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby.

***Amended to read:***

That Lake Tenkiller Harbor Owners Association, a non profit Incorporation, as shown by the plats thereof recorded in the Records of the County Clerk, Cherokee County, Oklahoma, in Book 335, at Pages 184-193, (Plat Cabinet A, #81 and 81A) does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 hereinbelow, and these restrictions and covenants shall run with the land, and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby.

***Article # 1 Originally read:***

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned from time to time) to protect the-owners of lots hereunder against such improper use-of lots as will depreciate the value of their property; to preserve, so -far as practicable,. . the natural beauty, of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

***Amended to read:***

1. There shall be an Architectural Control Committee not limited to three (3) members of which one shall be a member of the board of directors. to protect the-owners of lots hereunder against such improper use-of lots as will depreciate the value of their property; to preserve, so -far as practicable,. . the natural beauty, of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 600 square feet on all lots), a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), a private garage and a private boathouse for the sole use of the purchaser of such lot; *provided, however, that Lots 1, 27 through 46, 61 through 63 and 85 through 109 hereunder may also be used for commercial buildings and purposes.* There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100 square feet) if used in conjunction with either a mobile home, travel trailer or motor home. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages.

**Article # 3 Originally read:**

3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick, and inside structural material, if such use is approved in writing by the Architectural Control Committee) and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee, and in no event will the withholding of such consent be deemed unreasonable in respect to a culvert having a diameter of less than 12 inches.

**Amended to read:**

3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick, and inside structural material, if such use is approved in writing by the Architectural Control Committee) and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the "Board of Directors or the Architectural Control Committee, and in no event will the withholding of such consent be deemed unreasonable in respect to a culvert having a diameter of less than 12 inches.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior and roofing materials, including color of paint or stain, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot.

5. Fences shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions .

**Article # 6 - Originally read:**

6. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 5 feet or nearer to the side lot line or rear lot line than 5 feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

**Amended to read:**

6. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 5 feet or nearer to the side lot line or rear lot line than 5 feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

**Article #7 Originally read:**

7. No animals or birds, other than household pets, shall be kept on any lot.

**Amended to read:**

No animals or birds, other than household pets, shall be kept on any lot. Dogs shall be permitted only if continuously contained by leash or within a fenced area.

**Article 8 - Originally read:**

8. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage, or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be permitted on all lots here-under and shall be limited to use of pickup campers, camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes, tents (except tents may never be used on Lots 1, 27 through 46, 61 through 63 and 85 through 109 hereunder) and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Control Committee. Converted buses, cab over campers, tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours. Mobile homes may be placed and used on all lots hereunder. Mobile homes must be approved in writing by the Architectural Control Committee and must be under skirted with material approved in writing by the Architectural Control Committee. The purchaser of each lot shall keep same clean and free of weeds and debris such as will be in keeping with the other property hereunder and the community at any particular time. Upon failure to do this, the undersigned or its successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by the lot purchaser to the undersigned or its successors or assigns. This cost and expense shall be secured by a lien on the lot so involved upon the undersigned, its successors or assigns recording with the County Clerk, Cherokee County, Oklahoma, its certificate to such effect and certifying to the amount of such cost and expense.

**Amended to read:**

8. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage, or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be permitted on all lots here-under and shall be limited to use of pickup campers, camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes, tents (except tents may never be used on Lots 1, 27 through 46, 61 through 63 and 85 through 109 hereunder) and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Control Committee. Converted buses, cab over campers, tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours "and may not, under any circumstances, be used as permanent residences." . Mobile homes may be placed and used on all lots hereunder. Mobile homes must be approved in writing by the Architectural Control Committee and must be under skirted with material approved in writing by the Architectural Control Committee. The purchaser of each lot shall keep same clean and free of weeds and debris such as will be in keeping with the other property hereunder and the community at any particular time. Upon failure to do this, And after a certified mailing of a request to comply, with a fifteen (15) day compliance time, The Board of Directors or its successors or assigns shall have the authority to have the lot cleaned and the cost or expense thereof shall be payable by the lot purchaser to the The Lake Tenkiller Harbor Owners Association. Upon failure to pay the debt within (30) thirty days after the request for payment, The cost and expense shall be added to the yearly dues assessment with interest accumulation and secured by a lien on the lot and recorded with the County Clerk, Cherokee County, Oklahoma, its certificate to such effect and certifying to the amount of such cost and expense.

**Article # 9 - Originally read:**

9. Easements are reserved along and within 5 feet of the side lot lines of all lots hereunder, along and within 5 feet of the rear lot lines of Lots 1 through 26, 47 through 84, 107 through 150 and 293 through 305, along and within 10 feet of the rear lot lines of Lots 151 through 292 and 306 through 485, along and within 10 feet of the street lot lines of Lots 1 through 26 and 47 through 485, along and within 10 feet of the boundary lines of Lots 1 and 27 through 46 abutting Indian Highway, along and within 5 feet of the boundary lines of Lots 28 through 46 abutting Red Rock Drive, along and within 5 feet of the boundary lines of Lots 86 through 106 abutting Phillips Drive. All such easements are reserved for the use and benefit of all utility companies serving or to serve the properly hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the Items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lot lines" and "rear lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lot as one lot. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables or cross arms carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder. The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 5, 6, 7, 8 and 11 hereof shall not apply thereto.

***Amended to read:***

9. Easements are reserved along and within 5 feet of the side lot lines of all lots hereunder, along and within 5 feet of the rear lot lines of Lots 1 through 26, 47 through 84, 107 through 150 and 293 through 305, along and within 10 feet of the rear lot lines of Lots 151 through 292 and 306 through 485, along and within 10 feet of the street lot lines of Lots 1 through 26 and 47 through 485, along and within 10 feet of the boundary lines of Lots 1 and 27 through 46 abutting Indian Highway, along and within 5 feet of the boundary lines of Lots 28 through 46 abutting Red Rock Drive, along and within 5 feet of the boundary lines of Lots 86 through 106 abutting Phillips Drive. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the Items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lot lines" and "rear lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by the same person or persons and used *as a* single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lot as one lot. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables or cross arms carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder. The Lake Tenkiller Harbor Owners Association and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 5, 6, 7, 8 and 11 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot here under. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the health department of the State-of Oklahoma and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into waste disposal tanks installed by the undersigned or its successors or assigns, without the written consent of the undersigned. Not more than one dwelling may be served by a single water connection or sewer connection.

***Article 11 - Originally read:***

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

***Amended to read:***

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. after a certified mailing of a request to comply, with a fifteen (15) day compliance time, "The Board of Directors of Lake Tenkiller Harbor Owners Association" shall have the authority to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party. The Board of Directors shall also have the authority to have the lot cleaned and the cost or expense thereof shall be payable by the lot purchaser to the Lake Tenkiller Harbor Owner Association. Upon failure to pay the debt within (30) thirty days after the request for payment, The cost and expense shall be added to the yearly dues assessment with interest accumulation and secured by a lien on the lot in favor of the Lake Tenkiller Owners Association, its successors or assigns and recorded with the County Clerk, Cherokee County, Oklahoma, its certificate to such effect and certifying to the amount of such cost and expense.

**Article # 12 -Originally read:**

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) \$4.00 Per month with respect to the total of lots, the owner of which owns one or two lots in Lake Tenkiller Harbor Subdivision, (ii) \$5.00 per month with respect to the total of lots, the owner of which owns three lots in Lake Tenkiller Harbor Subdivision, and (iii) \$7.00 per month with respect to the total of lots, the owner of which owns four or more lots in Lake Tenkiller Harbor Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Lake Tenkiller Harbor Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in Lake Tenkiller Harbor Subdivision, and for the purchase and rental of land and other property and facilities for use by Lake Tenkiller Harbor Owners Association, for security guards, and central garbage disposal containers at Lake Tenkiller Harbor Subdivision, and for any other uses approved by the Board of Directors of Lake Tenkiller Harbor Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Lake Tenkiller Harbor Owners Association (an Oklahoma non-profit corporation), its successors and assigns, the owner of said assessment funds, on April 30 of each year commencing in 1981, at which date in the year 1981 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until April 30 of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Commencing on the second Saturday in September, 1986, the undersigned shall not be eligible for membership in said Lake Tenkiller Harbor Owners Association. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owed by the undersigned not covered by a contract with the undersigned then in force to sell or. reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time and from time to time, Lake Tenkiller Harbor Owners Association may elect, by majority vote-of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

**Amended to read:**

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) \$92.65 Per year with respect to the total of lots, the owner of which owns one or two lots in Lake Tenkiller Harbor Subdivision, (ii) \$111.85 per year with respect to the total of lots, the owner of which owns three lots in Lake Tenkiller Harbor Subdivision, and (iii) \$150.05 per year with respect to the total of lots, the owner of which owns four or more lots in Lake Tenkiller Harbor Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Lake Tenkiller Harbor Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in Lake Tenkiller Harbor Subdivision, and for the purchase and rental of land and other property and facilities for use by Lake Tenkiller Harbor Owners Association, for security guards, and central garbage disposal containers at Lake Tenkiller Harbor Subdivision, and for any other uses approved by the Board of Directors of Lake Tenkiller Harbor Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Lake Tenkiller Harbor Owners Association (an Oklahoma non-profit corporation), its successors and assigns, the owner of said assessment funds, on April 30 of each year commencing in 1981, at which date in the year 1981 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until April 30 of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Commencing on the second Saturday in September, 1986, the undersigned shall not be eligible for membership in said Lake Tenkiller Harbor Owners Association. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owed by the undersigned not covered by a contract with the undersigned then in force to sell or. reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time and from time to time, Lake Tenkiller Harbor Owners Association may elect, by majority vote-of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

**Article # 13 - Originally read:**

13. No lot which is under a contract of sale then in force, with the undersigned being the seller there under, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.- *Remove the words* “.

**Amended to read:**

13. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Board of Directors of Lake Tenkiller Harbor Owners Association.

14. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated by the undersigned and/or by any other party hereafter authorized by the undersigned to designate such excepted lots.

**Article 15 Originally read:**

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Lake Tenkiller Harbor Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights-(with-respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Not with standing any other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation, takes place. Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Lake Tenkiller Harbor Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

**Amended to read:**

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Lake Tenkiller Harbor Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights-(with-respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Not with standing any other provisions hereof, the Lake Tenkiller Harbor Owners Association shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation, takes place. Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Lake Tenkiller Harbor Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

**Article 16 - Originally read:**

16. Garbage and trash collection service shall be provided or made available by Lake Tenkiller Harbor Owners Association locating garbage containers in central locations throughout the subdivision.

**Amended to read:**

16. Garbage and trash collection service for household type trash/garbage shall be provided or made available by Lake Tenkiller Harbor Owners Association locating garbage containers in central locations throughout the subdivision. All trash disposal resulting from renovation, demolition, or upgrading (other than standard household trash) shall be the sole responsibility of the property owner and shall not be disposed of in the standard household trash containers. Property owners who dispose of Trash other than standard household trash/garbage at the collection sites will be subject to the extra cost imposed on Lake Tenkiller Owners Association for the disposal of such items. Upon failure to pay the debt incurred within (30) thirty days after the request for payment, The cost and expense shall be added to the yearly dues assessment with interest accumulation and secured by a lien on the lot in favor of the Lake Tenkiller Owners Association, its successors or assigns and recorded with the County Clerk, Cherokee County, Oklahoma, its certificate to such effect and certifying to the amount of such cost and expense.

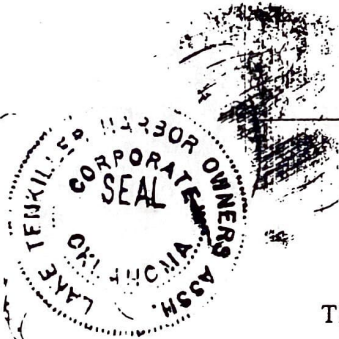
17. At any time after December 31, 2001, any provisions contained in these Subdivision Restrictions may be amended or repealed, in whole or in part/ by the vote of at least two-thirds of the votes cast at a meeting of the members of Lake Tenkiller Harbor Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the office of the County Clerk of Cherokee County, Oklahoma, and shall be effective upon the date of such recordation.

18. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

(The "undersigned" hereinabove referred to is the developer, Lake Tenkiller Associates.)

  
Lenvel E. Hale, President

Lake Tenkiller Harbor Subdivision  
Blocks C  
Cherokee County, State of Oklahoma



I, The Undersigned, do hereby certify:

That I am the duly elected and acting Secretary of

LAKE TENKILLER HARBOR OWNERS ASSOCIATION,

an Incorporated Association and the Association Restrictions for blocks C  
were duly adopted by unanimous vote of the members of the Association at the  
Annual meeting of the members on July 17, 2010.

AS A WITNESS,

I have subscribed my name this 30<sup>th</sup> day of July, 2010

