

I-2021-014457

10/20/2021 10:57am

Book 5941 Pg 77

Pg 0077-0078

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State of Oklahoma



Ratification of Plat of Greys Harbor  
Grady County, Oklahoma

**RATIFICATION AND AMENDED  
DEDICATION**

WHEREAS, on April 26, 2021, Southwind Hills Land & Development LLC, a/a Southwind Hills Land Development LLC filed the Plat of GREYS HARBOR, a subdivision of part of the North Half of the North Half (N/2 N/2) of Section Eleven (11), Township Seven (7) North, Range Five (5) West, Grady County, Oklahoma, which was signed by Scott Adkins and Brett Adkins, as Managers. On the date the Plat was filed, neither Brett Adkins nor Scott Adkins were members or managers of Southwind Hills Land & Development LLC. On said date the sole member/ manager of Southwind Hills Land & Development LLC was Tina Adkins.

WHEREAS, by a First Amendment to the Operating Agreement of Southwind Hills Land & Development LLC, dated August 24, 2021, Brett Adkins and Tina Adkins were appointed the managers of Southwind Hills Land & Development LLC, either of whom may act alone with all powers granted therein.

The undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby confirm and ratify the dedicating and platting of GREYS HARBOR, by an instrument entitled Owner's Certificate and Dedication with accompanying plat, and filed of record April 26, 2021, in Book 5864 at Page 509 and Plat Cabinet 7 at Page 66, in the office of the County Clerk of Grady County, Oklahoma.

DATED this 21 day of September, 2021.

Southwind Hills Land & Development LLC

By: Tina Adkins  
Tina Adkins, Manager

By: Brett Adkins  
Brett Adkins, Manager

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Reification of Plat of Greys Harbor  
Grady County, Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
                                  ) ss.  
COUNTY OF McClain )

This instrument was acknowledged before me on this 01 day of September, 2021, by Tina Adkins and Brett Adkins, Managers of SOUTHWIND HILLS LAND & DEVELOPMENT LLC.

Given under my hand and seal the day and year last above written.

My Commission Expires:  
12/23/24

Alison Noel Parker  
Notary Public



**GREYS HARBOR SUBDIVISION  
HOMEOWNER ASSOCIATION**

THIS DECLARATION dated April 26th 2021, by Southwind Hills Land & Development, LLC, an Oklahoma Limited Liability (the Declarant).

**ARTICLE IV. HOMEOWNER ASSOCIATION**

1. Function of Association-

- The Association is the entity responsible for management, maintenance, operation and control of the Common Areas.

2. Board of Directors-

- Upon its formation, The Association intends to elect officers to manage the responsibilities of the HOA. The managers of the Declarant shall hold the following positions initially:
  - i. Tina Adkins, President
  - ii. Brett Adkins, Secretary
  - iii. Allison Parker, Treasurer
- Transfer of responsibilities will take place upon the close of the final lot sold by Declarant. Declarants may choose to transfer the responsibilities over to a property management company at any time to be paid for by the HOA dues.

3. Members-

- Every Lot Owner is a member of the Association. There is only one membership per lot. If a lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable board regulation and restrictions on voting. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Lot Owner in writing provided to the Association.

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4. Voting-

- The vote for each lot owned shall be exercised by the member representing the lot. The member may cast all such votes as it, in its discretion, deems appropriate. In any situation where a member is entitled personally to exercise the vote for such a member's lot, and there is more than one owner of such lot, the vote for such lot shall be exercised as the co-owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the lot's vote shall be suspended if more than one person seeks to exercise such vote; however, the lot shall be counted for quorum purposes.

5. Acceptance of Association & Maintenance of Common Areas-

- Related to Greys Harbor, the Association shall take on the responsibilities of maintaining the common areas and all related components of such, including, but not limited to the following:
  - i. Entrance – Landscaping, mowing, irrigation, fencing, concrete approach, etc.
  - ii. Utilities – Electric for Security lights, water for irrigation, etc.
  - iii. Roads – All roads are private to Greys Harbor. Upkeep and maintenance will be the responsibility of the association upon the close of 75% of the lots sold.
- The Association may maintain insurance as the Board, in its business judgement, determines advisable.

6. Oversight of Compliance and Enforcement-

- Every owner and occupant of a lot shall comply with the declaration of covenants, conditions, restrictions and easements. The Board may impose sanctions for violation of these covenants, conditions, restrictions, and easements after notice and a hearing by any or all of the following:
  - i. Imposing reasonable monetary fines which shall constitute a lien upon the violator's lot.

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- ii. Suspending an owner's right to vote in all matters.
- iii. Suspending any services provided by the Association to an owner or the owner's lot if the owner is more than 30 days' delinquent in paying any assessment or other charges owed to the Association.
- iv. Levying Specific Assessments to cover costs incurred by the Association to bring a lot into compliance of all covenants, conditions, restrictions and easements.

7. Indemnification of Officers, Directors, and Others:

• Subject to Oklahoma law, the Association, shall indemnify every officer, director, and committee member, including the Architectural Committee, against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit, or other proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section.

i. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers or directors may also be members of the Association.

ii. The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

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8. Association Finances-

8.1: Budgeting and Allocating Common Expenses -

- Prior to or contemporaneous with the invoicing of assessments, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots.
- The Association is hereby authorized to levy Base Assessments, in accordance with the Initial amounts set forth in Exhibit "B" against all Lots subject to assessment to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.
- The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings, which petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.
- If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.
- The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above. Notwithstanding any provision to the contrary, the Board may, in its sole discretion, increase the Base Assessment, provided such increase is uniform to all Lots and is no greater than twenty-percent (20%) in any fiscal year.

8.2: Budgeting for Reserves

- The Board shall prepare and review at least annually reserve budgets for, respectively, the Common Area. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, capital contributions to fund reserves in amounts sufficient to meet projected needs with respect both to amount and timing by annual contributions over the applicable budget period.

8.3: Special Assessments

- In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount

budgeted, including any cost and expense related to indemnification of the Declarant.

- Any such Special Assessment may be levied against the entire membership. The Association shall levy any Special Assessment in accordance with the amounts or formula set forth in Exhibit "B". Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

#### 8.4: Specific Assessments

- The Association shall have the power to levy Specific Assessments against a particular Lot as follows:
  - i. To cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and
  - ii. To cover costs incurred in bringing a Lot into compliance with covenants, conditions, restrictions and easements of The Estates at Southwind Hills, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests, including any claims, expenses, and damages relative to indemnification claims, damages, and expenses; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, before levying any Specific Assessment under this subsection (ii).

#### 8.5: Authority to Assess Owners; Time of Payment

- Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in the declaration of the covenants, conditions, restrictions, and easements of Greys Harbor. The obligation to pay assessments shall commence on a date determined in the sole discretion of the Declarant. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on their Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

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**8.6: Obligation for Assessments**

- Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of Greys Harbor, is deemed to covenant and agree to pay all assessments authorized.
- All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Oklahoma law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.
- Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.
- No Owner may exempt themselves from liability for assessments by nonuse of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or setoff shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.
- The Association shall, upon written request from an Owner, Mortgagee, or other Person designated by the Owner, furnish a certificate, in recordable form, signed by an officer of the Association setting forth whether assessments for such Owner's Lot have been paid and any delinquent amount. Such certificates shall be binding upon the Association, the Board, and the Owners. If the Association fails to provide such certificate within seven business days of its receipt of a written request, any lien for unpaid assessments then due shall be extinguished, if Oklahoma law requires extinguishment in such case. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

**8.7 Lien for Assessments**

- All assessments and other charges of the Association authorized in this Section or elsewhere in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to



the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such a lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure.

- The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro-rata shares of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.
- The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.6, including such acquirer, its successors and assigns.
- Notwithstanding any other provision of this Declaration, no governmental authority or public utility shall be liable for assessments on any Lot dedicated to and accepted by the governmental authority or public utility ("Dedicated Property") which arose prior to its acceptance of such Lot. Dedicated Property shall include, without limitation, such areas created by or dedicated in the form of easements, including perpetual easements, tract easements, and easements in favor of any Utility Company, the public or municipal use property.
- If only a portion of a Lot is Dedicated Property, any assessments which arose prior to the dedication shall remain due and owing against the non-dedicated portion of the Lot. If the entire Lot is Dedicated Property, such unpaid assessments shall be deemed to be Common Expenses collectible from owners of all Lots subject to assessment under Section 8.5.
- In the event that a lien exists on any Dedicated Property, (a) if only a portion of the Lot is Dedicated Property, the lien shall remain in effect with respect to the undedicated portion of the Lot and shall terminate with respect to the Dedicated Property, or (b) if the entire Lot is Dedicated Property, the lien shall terminate with respect to the entire Lot.

**8.8: Exempt Property**

- Notwithstanding a provision to the contrary in the Governing Documents, the following property shall be exempt from payment of Base Assessments, and Special Assessments:

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- i. All Common Area and such portions of the property owned by Declarant as are included in the Common Area;
  - ii. Any and all Dedicated Property including, without limitation such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements, and easements in favor of the Town of Blanchard, or property identified on the Development Plan as municipal use property; and
  - iii. All property held by the Declarant, its successors, and its assigns, provided further that the Declarant, its successors, and its assigns shall also be exempt from Special Assessments, Specific Assessments, Reserve Assessments, and any charges or fines.
- In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501 (c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501 (c).
  - Dedicated Property also shall be exempt from the payment of Specific Assessments.

**8.9: Limitation on Increases of Assessments**

- Notwithstanding any provision to the contrary, the Board may not impose an assessment increase exceeding that allowable under Oklahoma law.

**9. Formation-**

- At expense of Declarant, will establish HOA corporation with corresponding Bylaws upon the filing of the final plat of Greys Harbor.

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Exhibit "A"

LEGAL DESCRIPTION OF GREYS HARBOR

Platted into an addition, on the subdivision plat entitled "Greys Harbor", being a subdivision of a part of the N/2 N/2 SEC 11, 7N-SW of the I.M Grady County, Oklahoma," recorded in Book 7 at Page 66 in the office of the County Clerk of Grady County, Oklahoma.

EXHIBIT "B"

CALCULATION OF BASE ASSESSMENT

2022 Assessment \$300 per year.

Prorated on a monthly basis during the initial purchase and Due annually on January 31, 2023

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**GREYS HARBOR SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS**

**THIS DECLARATION dated April 26th 2021, by Southwind Hills Land & Development, LLC, an Oklahoma Limited Liability (the Declarant).**

- A. Declarant owns a piece parcel, or tract of land, located in Grady County, Oklahoma. The tract (hereinafter called the "Property") consist of all of the land described on Exhibit "A" attached hereto and made a part hereof which has been platted into an addition, on the subdivision plat entitled "Greys Harbor", being a subdivision of a part of the N/2 N/2 SEC 11, 7N-5W of the I.M Grady County, Oklahoma," recorded in Book 7 at Page 66 in the office of the County Clerk of Grady County, Oklahoma.
- B. Declarant desires to subject the Property, and the lots located therein, to the covenants, conditions, restrictions and easements set forth below which are for the purpose of protecting the value and desirability of the Property and the lots.
- C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

**ARTICLE I. COVENANTS, CONDITIONS AND RESTRICTIONS**

1) Introduction:

- Lots in this subdivision shall be residential lots, and all buildings erected thereon shall be single family private dwelling houses and the necessary outbuildings. All dwelling houses permitted on the premises shall be used as private residences only. No trailer, tent, shack, garage, barn or other out buildings erected in the tract shall at any time be used as a residence,

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temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All dwelling houses must be completed prior to occupancy.

- Sales & Construction Offices - Real estate sales, management and construction offices may, with the prior written consent of Declarant, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sales of any part of the Property, or of improvements now or hereafter erected thereon.

2) Architectural Committee Requirements:

- An Architectural Committee to be formed by Declarant as the overseeing body of all residences and structures to be built to ensure consistency in design and architectural requirements.
- Members of the Architectural Committee shall be Brett Adkins, Tina Adkins, and Alison Parker.
- No personal residence, building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected, or maintained on the property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations of the Structure, additions or alteration shall have been submitted to and approved in writing by Declarant and Architectural Committee.
- Declarant and Architectural Committee shall consider applications for approval of plans, specifications, materials used, etc., upon the basis of

conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic value of the surrounding area.

3) Set Backs-

- Any Improvements erected, placed, altered or permitted to remain on any Lot shall be set back not less than ninety (90) feet from the front property line and not less than ninety (90) from the rear property line and fifty (50) feet from the side lot line unless an adjustment is necessary to fit a home on the lot then the Declarant can grant the exception. Where adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street.

4) Square Footage-

- 1350 minimum square footage is required.

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5) Roofing-

- Roofing materials shall consist only of forty-year Timberline shingles or better, metal roofing, or other material specifically approved by Declarant.

6) Garage & Driveway:

- All structures must be so situated that parking space for at least two (2) automobiles will be available on a gravel, concrete, or paved surface, and a minimum of a two (2) car garage will be constructed with each dwelling unit. Carports will be allowed if approved by the architectural committee.

7) Out Buildings-

- Max 30x40 Square footage and roof pitch 3/12- 4/12. Colors and materials r/panel or u/panel need to be a neutral color such as black, grey, tan, white, green or red.

8) Fencing-

- Privacy wood stockade fencing shall be permitted no taller than 6 feet.
- Black chain link fencing shall be permitted no taller than 5 feet.
- Rod Iron fencing is permitted no taller than 5 feet.
- All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision.

9) Animals-

- No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structures erected thereon, except that no more than three dogs, two cats, 6 chickens (no roosters) may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. These numbers are based per



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household. Structures built to house these animals must be similar in style and color as to residence and outbuildings.

9) Business Trade Restrict-

- No business or trade shall be carried on upon any Lot.

10) Property Maintenance-

- Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed and exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

11) Vehicles on Lot-

- No owner or guest of an owner of a lot may park any vehicle for a period of more than 24 hours on any main street within the subdivision. No automobile, truck, trailer, mobile home, or other vehicle of any nature shall ever be temporarily or permanently parked or located or otherwise maintained, repaired or serviced, for a period of more than 24 hours, forward of the 90 foot front and side set-back restriction above set forth. This provision shall not prohibit parking personal vehicles on the driveway for the purpose of ingress or egress of the owner, or owner's guest or invitees. No commercial vehicles shall be parked on any street longer than is reasonably necessary for the driver thereof to perform the business functions in which the commercial vehicle relates. Boats, trailers, motor homes, trucks in excess of 1 tons and other vehicles which are not normally used as daily transportation may be kept on the premises provided that they are totally concealed from the street and adjoining lots. No dump trucks or semis permitted for parking or storage on any lot.

12) Lot Restrictions-

- All land within 25 feet of the edge of any road shall be used only for lawns, driveways, and walks; and no fences shall be located closer than 90 feet to the edge of the road. No signs, billboards, or advertising devices of any kind, except those used in subsequent sale of any lot, shall be placed or otherwise installed on any lot or building on any lot.
- The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs (No gardens of any type).
- No trees or shrubs shall be located on any Lot which blocks the view of operators of motor vehicles so as to create a traffic hazard.

13) Septic Systems-

- All septic tank and lateral lines, aerobic systems must conform to minimum State regulations and shall be constructed in accordance with the recommendations of the Department of Environmental Quality. No septic system tank may be constructed on one lot which would interfere with the property drainage either on the lot of the owner, or any other lot. Lagoon systems are not permitted.

14) Erosion-

- Drainage as originally established in the development plan for the Property shall be maintained by the owner. Each Owner of a Lot shall take all steps necessary to prevent the erosion of said Lot including, but not limited to, the planting and maintenance of grass or groundcover or the construction of retaining walls.

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15) Mail-

- Declarant will be responsible for building a cluster mailbox area within the development as required by the local USPS authorities. Each lot owner will incur a one-time \$250.00 fee to obtain their mail key.

16) Temporary & Other Residence Restrictions-

- No trailer, mobile home, tent, shack, stable, barn or other outbuilding shall be used as a temporary or permanent residence.
- No structure may be removed from another area and relocated or reconstructed on a lot. All dwellings shall be constructed of new materials.
- Move-in houses, which include factory built homes, modular homes, trailer houses or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private site-built structures except necessary outbuildings.

17) Construction Period-

- No building materials will be placed on any Lot until construction is to begin on such Lot and construction of any structure will be completed within eighteen (18) months from the date construction commences.

18) Exploration & Drilling-

- No drilling or exploration for oil, gas or other minerals or for water shall be permitted without the prior written consent of Declarant.

19) Platting & Subdividing-

- No rearranging, re-subdividing or replatting of the Existing Property shall occur, except with the written consent of the Declarant. Lot line adjustments will be granted in the event multiple lots are purchased for one dwelling. In

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the event that a lot line adjustment is made, the lots will become as one and therefore only be responsible for HOA dues as one (1) lot.

20) Duration of Covenants:-

- Covenants, conditions and restrictions numbered 1 through 20 above (the Covenants) shall run with and bind the Property and shall be enforceable by Declarant and by the owners of all or any portion of the Property until the 20<sup>th</sup> anniversary of the date of this Declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of 67% percent of the Lots which are then subject to the Covenants and recorded in Grady County, Oklahoma, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Grady County, Oklahoma, and upon recordation thereof the grantee or grantees of such right and powers shall thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon Declarant by this Declaration.

21) Enforcement:-

- Should the owner, tenant, or occupant of any of the lots above described violate any of the restrictive covenants or conditions herein, and thereafter refuses to correct the same and abide by said restrictions and covenants after ten (10) days' notice in writing, then, in such event, the undersigned owners, or their successors in interest of ownership of any lot described above, may



institute legal proceedings in the District Court of Grady County, Oklahoma, to enjoin, abate, or correct such violations, against the owner or owners of any lot causing or permitting the violation and any owner found by said Court to be in violation of these Restrictive Covenants shall pay all damages, attorney fees, court cost, and any other necessary expense incurred by the person instituting the legal proceedings to maintain and enforce these restrictions. Any attorney's fees and court cost assessed by the court against any violation and terms and conditions of these restrictive covenants shall thereafter become a lien upon the lot of said owner as of the date of such judgment. Said lien shall be enforceable in such action in the same manner as other liens upon real estate as provided by the laws of the State of Oklahoma.

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#### ARTICLE II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by Declarant over the front, side and rear 20 feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains, no structure, planting or other material shall be placed or permitted or remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each Lot, except for those improvements in it, shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to

convey the Lot in fee simple, or by the other language purports to convey Declarants entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

2. Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground line, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Declarant may deem necessary for the improvement of the Property in, over, though, upon and across any and all of the streets, avenues, roads, courts, open spaces and easement area reserved in Paragraph 14 of this Declaration. Declarant further reserves to itself, Declarant's successors and assigns the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easements shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Declarant.

#### ARTICLE III. GENERAL PROVISIONS

1. The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Declarant so long as the Declarant owns property described in Exhibits "A." Declarant may unilaterally amend this Declaration for any purpose and at any time, including during restrictive periods.
2. Each conveyance of a Lot, or of any interest in the Lot, by Declarant, its successors or assigns shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

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#### ARTICLE IV. AMENDMENT OF DECLARATION

A. **By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration for so long as the Declarant owns property described in Exhibits "A," Declarant may unilaterally amend this Declaration for any purpose and at any time, including during restrictive periods.

Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Any such enumerated amendment shall not unreasonably and adversely affect the title to any Lot unless the Owner shall consent in writing.

B. **By Lot Owners.** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of Twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time during the first twenty (20) year period by a vote of the Declarant, if it owns any of Declarant's Property, and ninety percent (90%) of the Members, and, thereafter, by a vote of the Declarant, if it owns any of Declarant's Property, and seventy-five percent (75%) of the Members. Evidence of the passage of such an amendment shall be the filing by the Secretary of the Association in the office of the County Clerk of Grady County, Oklahoma, of an affidavit certifying the amendment passed the requisite vote.

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IN WITNESS WHEREOF, the undersigned Declarant has executed these covenants, conditions, restrictions, and easements for Greys Harbor and attached Exhibit the date and year first written above.

Southwind Hills Land & Development, LLC, DECLARANT  
An Oklahoma Limited Liability Company

By: Tina Adkins  
Tina Adkins, the Managing Member

ACKNOWLEDGMENT

State of Oklahoma)  
) ss  
County of McClain)

Before me, the undersigned Notary Public in and for the above county and state, on the 23 day of July, 2021, personally appeared Tina Adkins, known to me to be the identical person who executed her name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that she did so as her free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Commission Expires: 12/22/24

Notary Public: Alison Noel Parker

Commission Number: 16011821

(Seal)





Exhibit "A"

LEGAL DESCRIPTION OF GREYS HARBOR

Platted into an addition, on the subdivision plat entitled "Greys Harbor", being a subdivision of a part of the N/2 N/2 SEC 11, 7N-5W of the I.M Grady County, Oklahoma," recorded in Book 7 at Page 66 in the office of the County Clerk of Grady County, Oklahoma.

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Contact Tina at [tina@swhok.com](mailto:tina@swhok.com) for all questions.