

**CEDAR BLUE  
PROPERTY OWNERS ASSOCIATION, INC.**

Route 1, Box 222

Sulphur, OK 73086

# COVENANTS

For  
Cedar Blue

Cedar Blue

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A private recreational resort near the Lake of the Arbuckles

(Printer-friendly version re-typed March 27, 2015 and contains 19 pages including the cover page. On June 20, 2015 the Board approved these had been fully reviewed and were correct.)

## DECLARATION OF COVENANTS

THIS DECLARATION is made on May 1, 1979 by TRAVERTINE PROPERTIES, INC., an Oklahoma Corporation, otherwise known as "Travertine".

### RECITALS

TRAVERTINE is the owner and developer of that certain real property located in Murray County, State of Oklahoma, known as CEDAR BLUE, being more particularly described on Exhibit "A" and made a part hereof.

TRAVERTINE intends to sell and convey the lots situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, TRAVERTINE declares that all of the lots in CEDAR BLUE are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots in favor of each and all other lots; to create reciprocal rights between the respective owners of all such lots; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns; and shall, as to the owner of each lot, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such lots in the Development and their respective owners, present and future.

- I. DEFINITIONS.** The following terms as used in this Declaration are defined as follows:
- A. "Articles" means the Articles of Incorporation of the Association.
  - B. "Association" mean an organization of all property owners, present and future, who own a lot or lots in CEDAR BLUE and which is a not-for-profit corporation.
  - C. "Board" means the Board of Directors of the Association.
  - D. "By-laws" means the Bylaws of the Association.
  - E. "Campsite" means a lot designated on the recorded plats or in any Supplemental Declaration for occupancy and use in accordance with these restrictions for camping purposes.
  - F. "Committee" means the Environmental Committee.
  - G. "Common Property" means all of the real property which will be conveyed to the Association for the use of members of the Association and their guests. It includes all real property designated as Common Property in the Supplemental Declarations and all real property acquired by the Association for such use whether from TRAVERTINE or otherwise, together

with improvements which may at any time be constructed thereon including, but not limited to, recreational and community facilities, campsites established pursuant to Paragraph XI of this Declaration, lakes, park and streets.

- H. "Declaration" means the Declaration of Covenants and any amendments hereto.
- I. "Development" means all that real property situated in the State of Oklahoma, described in Exhibit A, attached hereto and all other real property which may be annexed thereto as provided here.
- J. "Household means a family group who regularly and customarily reside together in the same house or home as a principal residence.
- K. "Improvements" means all building, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennas and any other structures of any type or kind.
- L. "Owner" means:
  - (1) Any person or legal entity, including TRAVERTINE who holds fee simple title to any campsite.
  - (2) Any person or legal entity who has contracted to purchase fee simple title to a campsite pursuant to a written agreement, in which case the seller under said agreement shall cease to be the owner while said agreement is in effect.
- M. "Parcel" means any named or lettered tract or lot within the Development shown on a Plat as a tract or lot.
- N. "Plat" means the maps of the Development as they are from time to time recorded.
- O. "Recreational Vehicles" means a vehicular type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic types of recreational vehicles are:
  - (1) *Travel Trailers*, including fifth wheels, vehicular units built according to Recreation Vehicle Industry Association Standards, mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and a gross trailer floor area 320 square feet or less when factory equipped for the road. (Amendment No. 3 – Page 18 of these Covenants)
  - (2) *Truck Camper*. A portable unit, designed to be loaded onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational, camping or travel use.
  - (3) *Motor Homes*. A vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping or travel use.

(4) *Camping Trailer*. A vehicular unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite and initially designed to provide temporary living quarters for recreational, camping or travel use.

P. "Tent" means a movable shelter made of canvas or other similar new material and supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

Q. "Supplemental Declaration" means: Future annexation of real property to the Development which will be recorded as a Supplemental Declaration of CEDAR BLUE and which incorporates the provisions of this declaration therein by reference. The Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.

II. **RESTRICTIONS ON OWNERSHIP OF CAMPSITES.** Ownership of a campsite shall be limited to the members of a single household. Ownership other than by natural persons, except TRAVERTINE, its successors and assigns is prohibited.

III. **LAND USE.** The campsites in CEDAR BLUE shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of the Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., commercial, governmental, school, mobile home, single-family residential, etc.) the same may be set forth in such Supplemental Declaration.

A. Unless otherwise stated in such Supplemental Declaration, all lots shall be designated and utilized as campsites. Owners thereof may place thereon tents, recreational vehicles and similar types of vehicles or equipment. Except as approved by the Committee, no permanent or semi-permanent structure may be erected on any campsite unless approval therefore shall have been obtained from the Committee. All recreational vehicles shall be maintained in an operable condition at all times.

In no event shall any campsite be occupied for more than six (6) consecutive months in any twelve (12) consecutive month period, and in no event shall any campsite be the primary and principal residence of the owner or occupant thereof, it being the express intention of TRAVERTINE that all the campsites within CEDAR BLUE are intended for use and occupancy for recreational purposes only and are not to be used for primary residential purposes.

B. *Common Property*. All parcels in the Development designated as Common Property are and shall remain private property and the recordation of a Plat shall not be construed as a dedication to the public of any such Common Property located therein.

(1) *Ownership*. TRAVERTINE will convey all Common Properties to the Association which Common Property shall be free and clear of all liens and encumbrances (other than current taxes), but subject to such easements, right-of-way, and restrictions as then appear of record.

- (2) *Use.* The use and enjoyment of Common Property and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its Articles and Bylaws and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Association. Provided, however, TRAVERTINE reserves the right to use of such Common Property in connection with its sales and development program.
  - (3) *Subsequent Dedication.* At any time after conveyance to the Association of any Common Property the Association may, upon the affirmative vote of two-thirds of its members entitled to vote, offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.
- C. *Set-Back Requirements.* Each recreational vehicle or tent placed upon a campsite shall be at least:
- (1) 10 feet from the front lot line;
  - (2) 7 feet from the back lot line; and (See Amendment No. 1 – Page 16 of these Covenants);
  - (3) 7 feet from the side lot lines; and
  - (4) 24 feet from the shoreline of any lake, using as such line the normal lake elevation of such lake.

**IV. CAMPSITE RESTRICTIONS.** The following shall be applicable to all lots designated as campsites with the development. Each owner or occupant of a campsite shall be bound to observe and perform the same:

- A. Storage sheds will be permitted of a size and description acceptable to the Committee and published within the fact sheet.
- B. All campsites whether occupied or unoccupied and any improvements placed thereon shall at all times be maintained in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agent and employees, to do so, the cost of which shall be added to the annual assessment to which such campsite is subject. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.
- C. *Sanitary Waste Disposal.* No owner or occupant of any campsite shall permit or allow the dumping or placement of any sanitary or other waste anywhere upon any campsite or elsewhere within the Development except in places designated therefore by the Association or TRAVERTINE. No outside toilets shall be erected or maintained on any campsite. If there has been installed upon a campsite an apparatus for connection to a sanitary disposal system constructed within the Development, plumbing fixtures within recreational vehicles placed upon the campsite shall be connected to that sanitary disposal system unless the Committee shall, after written request by the owner, otherwise permit.
- D. *Fences.* All property lines will be permitted to be fenced with a natural wood fence not to be higher than 3 feet from the ground. Prior to constructing any fences, the owner or occupier must seek the written approval of the Committee.

- E. *Nuisances*. No noxious or offensive activities or nuisances shall be permitted on any campsite.
- F. *Signs*. No person except the Developer shall erect or maintain any sign or advertisement on a campsite.
- G. *Animals*. No animals shall be kept or maintained on any lot except for usual household pets in reasonable number. Pets shall be kept confined so as not to become a nuisance. Unless otherwise approved by the Committee, pets shall be kept on leashes. All pets must be inoculated against rabies. Loud or offensive pets may be barred from CEDAR BLUE.
- H. *Limit of Occupancy*. Except with the consent of the Committee, no more than one camping unit may be erected or placed upon a campsite.
- I. *Garbage and Refuse Disposal*. NO person shall burn trash, garbage or other like refuse on any campsite. All such refuse shall be placed and kept in approved receptacles for the same. No owner shall permit the accumulation of litter or refuse or junk vehicles on a campsite.
- J. *Camping Accessories*. Notwithstanding any provisions herein contained to the contrary, picnic tables, benches, storage sheds, fire boxes or fireplaces and similar items of personal property providing they are types which meet the standards published in the Association Rules and Regulations, may be placed on a campsite. All personal property on a campsite shall be maintained in good condition so as not to become unsightly. Owners wishing to erect tents upon a campsite may do so, except that they shall not be left standing during the absence of the owner for longer than twenty-four (24) hours.
- K. *Removal of Trees*. No trees over four (4) inches in diameter may be removed from any campsite without the prior written consent of the Committee.
- L. *Docks and Piers*. No dock, pier or other similar structure may be erected, constructed or placed within any lake except by the Developer or the Association.
- M. *Ditches and Swales*. Each owner shall keep drainage ditches and swales located on his campsite free and unobstructed and in good repair and shall provide for the installation of such culverts upon his campsite as may be reasonably required for proper drainage. He shall also prevent erosion on his campsite.
- N. *Drilling and Mining*. No drilling, refining, quarrying or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any campsite.
- O. *Vehicle Parking*. No vehicle shall be parked on any street or roadway within the Development.
- P. *Residential Use of Campsites*. No campsite shall be used as a residence.
- Q. *Structural Repairs*. Any structure or material on any campsite, which may be destroyed in whole or in part by fire, windstorm, or other natural causes, must be replaced into slightly condition with reasonable promptness.

- R. *Burning Permits.* No open fires shall be permitted without a burning permit secured from the Association. Fires shall be contained within approved camp stoves or fireboxes.
- S. *Television and Radio Antennas.* Except with the approval of the Committee, no radio or television antennas shall be erected or placed on any campsite.
- T. *Rental of Campsites.* No owner, other than TRAVERTINE, its corporate successors and assigns, shall ever rent or offer for rental any campsite within the Development. TRAVERTINE specifically reserves the right to offer for rental and rent or lease any campsite owned by it.
- U. *Motorcycles and Minibikes.* Motorcycles with quiet factory mufflers, owned by member, may be used within CEDAR BLUE, only for transportation between the Security Gate and the owner's lot. Minibikes may be used within the park for transportation but may not be used for joy riding. Owners or members of CEDAR BLUE, including dependents residing with the same household will conform to speed limits within the park and any other regulations imposed by the Board of Directors. Guests of the owners will not be afforded this privilege.  
(See Amendment No. 2 – Page 17 of these Covenants)
- V. No hunting of any animals or birds using firearms or other types of lethal weapons will be permitted on a campsite, tract or common area. Target practice with any weapon is also prohibited.
- W. No inflammable or explosive materials shall be stored on any campsite except that required for normal use and occupancy of the premises.

## **V. LAKES AND LAKEFRONT CAMPSITES**

- A. *Ownership of Lakefront Campsites.* The boundary of any campsite shown on the Plat as being contiguous to a lake shall be the shoreline thereof as said shoreline would be if the water level in said lake were one vertical foot above the normal lake elevation.
- B. *Limitation of Water Rights.* No owner of a campsite contiguous to a lake or stream shall have any rights with respect to such lake or stream, the land thereunder, the water therein, or its or their elevation, use or conditions, nor shall such owner have any riparian rights incident or appurtenant thereto. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.
- C. *Right to Remove Accretions.* TRAVERTINE or the Association shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lakefront campsite in order that the shoreline of the lake to which the campsite is contiguous may be moved inland toward or to the boundary of said campsite.
- D. *Responsibility for Damage.* Neither TRAVERTINE nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake or stream or drainage.

- E. *Right to Change Level of Lake.* TRAVERTINE or the Association shall have the right to raise and lower the water level of any lake in the Development; provided, however, that such right shall not permit raising the water level over one vertical foot above the normal elevation of said lake.

**VI. CONSTRUCTION**

- A. *General.* The construction of a permanent structure of any kind or description on any campsite other than by TRAVERTINE must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said campsite, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.
- B. *Committee Membership.* The Committee shall be composed of three members, to be appointed by TRAVERTINE, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc). Committee members shall be subject to removal by TRAVERTINE and any vacancies from time to time existing shall be filled by appointment of TRAVERTINE, or in the event of TRAVERTINE'S failure to do so within two months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when 90% of all campsites in the Development have been sold by TRAVERTINE.
- C. *Grounds for Disapproval.* The Committee may disapprove any application:
  - (1) If such application does not comply with this declaration;
  - (2) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
  - (3) If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development or with the improvements erected on other campsites.
- D. *Rules and Regulations.* The Committee will from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of application; required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.



- E. *Variances.* The Committee may grant reasonable variances or adjustments from the Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other campsites.
- F. *Certification or Compliance.* At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.
- G. *Administrative Fees.* As a means of defraying its expense, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$5.00. No additional fee shall be required for resubmission.
- H. *Liability.* Notwithstanding the approval by the Committee of the plans and specifications or its inspection of work in progress, neither it, TRAVERTINE, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
- I. *Appeals.* Any applicant shall have the right to appeal to the Board from any decision of the Committee within thirty (30) days after entry of such decision.

## **VII. ASSOCIATION**

- A. *General.* The Association is an Oklahoma not-for-profit corporation organized to further and promote the common interests of owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and Bylaws.
- B. *Membership*
  - (1) *Classes of Members.* There shall be members and associate members.
  - (2) *Members.* Each owner including TRAVERTINE shall, by reason of ownership, become a member of the Association. There shall be one voting member for each campsite regardless of the number of persons who may have an ownership interest in such campsite, or the manner in which title is held by them. There shall be one voting member for each campsite. The voting member shall be designated in writing at the request of the Association.
  - (3) *Associate Members.* If not otherwise a member, each of the following shall be associate members in the Association:
    - (a) The spouse and children of a member who have the same principal residence as the member shall be associate members of the Association.

(b) Persons who by virtue of contractual agreement with the Developer are entitled to membership in the Association.

C. *Rights, Duties, Privileges and Obligations.* The rights, duties, privileges and obligations of membership in the Association, including voting rights, are set forth in its Articles and Bylaws.

## VIII. ASSESSMENTS

A. *General.* Pursuant to the powers granted to it in its Articles and Bylaws, the Association is expressly authorized and empowered to levy annual assessments. No assessment shall ever be levied against campsites owned by TRAVERTINE. Assessments shall be levied in accordance with the following provisions:

(1) Until January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00).

(2) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the members.

(3) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased above twenty-five percent (25%) by the vote or written assent of two-third (2/3) of each class of members.

(4) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

B. *Collection and Lien.* The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If not so paid, the amount of such assessment, plus such interest from the date of delinquency thereon and costs of collection thereof, including attorneys' fees, if any, shall constitute and become a lien on the campsite so assessed when the Board causes to be recorded in the office of the County Recorder of Deeds, a notice of assessment which shall state the amount of such assessment and such other charges and a description of the campsite which has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien. Each assessment, together with such interest thereon and cost of collection thereof, including attorney's fees, shall also be a personal obligation of the person who was the owner of the campsite at the time when the assessment fell due.

C. *Priority of Lien.* Conveyance of any campsite shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

- D. *Enforcement.* The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage, and in such event the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.
- E. *Proof of Payment.* Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- F. *Suspension.* The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

**IX. EASEMENTS.**

- A. *Reservations.* The following easements over each campsite and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to TRAVERTINE, its successors, assigns and licensees:
  - (1) *Utilities.* A 5-foot wide strip running along the inside of all campsite lines except those campsite lines coincident with street right-of-way lines, in which case such strip shall be 10 feet wide, for the installation, maintenance and operation of utilities including telephone, radio and TV transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such campsites in connection with such installation, maintenance and operation.
  - (2) *Shoreline Maintenance.* A 15-foot wide strip running along the inside of any lake or watercourse in the Development for the purpose of shoreline maintenance.
  - (3) *Slope and Drainage.* A 10-foot wide easement running along the inside of all campsite lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses (See Amendment No. 1 – Page 16 of these Covenants).
  - (4) *Flooding Easements.* A flowage and flooding easement running along the inside of all campsite lines coincident with the shoreline of any lake equal to the lakefront building set-back line for such campsite as herein set forth.
- B. *Private Streets.* All of the streets and roadways shown on the recorded Plats of the Development shall be private streets and shall be Common Properties. TRAVERTINE, on behalf of itself, its successors, assigns and licenses and the Association reserves an easement over, upon and under said streets and roadways for installation, maintenance and operation of utility services; for purposes of drainage control; for access to campsites and other Common Properties by owners of campsites, the Association and TRAVERTINE; and, for use by any governmental vehicle or employee.

- C. *Other Easements.* Any other easements shown on the recorded plats; and, an easement in favor of TRAVERTINE, its agents, employees, assigns, licensees and successors upon all lands within the Development for the enforcement of this Declaration.
- D. *Use or Maintenance by Owners.* The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings, or other material shall in any way damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.
- E. *Liability for Use of Easements.* No owner shall have any claim or cause of action against TRAVERTINE or its licensees arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

**X. RETAINED PARCELS**

TRAVERTINE may retain ownership of certain parcels within the Development shown on the Plats, for use for commercial purposes. TRAVERTINE reserves the right and privilege to develop said parcels for such commercial purposes as it may deem appropriate and compatible with the Development. It further reserves the right to conduct all commercial enterprises of any type or kind whatsoever which may at any time be lawfully conducted within the Development. This reservation shall include the right to conduct commercial enterprises on common Property both before and after transfer to the Association and the right to free and unrestricted access thereto for such purposes. These rights may be exercised by TRAVERTINE or assigned by it to whomever it may see fit. At the sole election by TRAVERTINE those rights may be assigned to the Association at any time hereafter upon such terms and conditions as TRAVERTINE may deem appropriate at the time of assignment, but unless the Association acting through its Board, shall otherwise agree, such assignment shall be without cost to the Association and shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements, right-of-way, and restrictions as then appear of record. Any assignment of these rights, whether to the Association or otherwise may be of all or any part of said rights and, may, include transfer or conveyance of some or all of said parcels.

TRAVERTINE reserves for itself, agents, employees, successors and assigns, full rights of access across all Common Property required to implement this reservation. By reservation of these rights, TRAVERTINE assumes no affirmative duties to establish or maintain any commercial enterprise whatsoever.

- A. *Property to be Annexed.* TRAVERTINE may, from time to time and in its sole discretion, annex to the Development any other real property owned by TRAVERTINE which is contiguous or adjacent to or in the immediate vicinity of the Development.
- B. *Manner of Annexation.* TRAVERTINE shall effect such annexation by recoding a Supplemental Declaration which shall:
  - (1) Describe the real property being annexed and designate the permissible uses thereof;

- (2) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Property; and
- (3) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recoding of such Plat and Supplemental Declaration, the annexed area shall become a part of the Development, and shall be subject to the provisions hereof as supplemented, as fully, as if such area were part of the Development on the date of recording this Declaration.

#### **XI. RECIPROCAL RIGHTS**

In the event that TRAVERTINE or any of its affiliated corporations shall establish another development or developments, and, in the establishment thereof, shall provide that the members of CEDAR BLUE ASSOCIATION shall have the privilege of the use of any portion thereof, then in that event, the members in such other developments shall have reciprocal and equal rights to the use of Common Properties within CEDAR BLUE. The CEDAR BLUE ASSOCIATION will be responsible for the expense of providing such rights in CEDAR BLUE, including the costs attendant to ownership, maintenance and operation of campsites which may be established for such use and which shall therefore become Common Properties.

#### **XII. REMEDIES**

- A. *Enforcement.* TRAVERTINE and each person to whose benefit this Declaration inures, including the Association and any governmental body or agency within this County of Oklahoma, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.
- B. *Suspension of Privileges.* The Board may suspend all voting rights and all rights of any owner to use the Association's Common Property for any period during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board.
- C. *Cumulative Rights.* Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the reoccurrence or continuance of said violation or the occurrence of a different violation.

#### **XIII. GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any campsite shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from TRAVERTINE or a subsequent owner of such campsite, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser

shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with TRAVERTINE and the grantee or purchaser of each other campsite to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

**XIV. SUSPENSION OF RESTRICTIONS**

The provisions on improvements, use and occupancy set forth herein shall be suspended as to any campsite or other area while in use by any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such campsite or area for said purposes. On cessation of such use, such provisions in their entirety shall become applicable against such campsite or other area. While owning or leasing and using, such owner or lessee shall have no right as a member of the Association nor shall it be liable for any Association assessments.

**XV. CAPTIONS**

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

**XVI. TERMS AND AMENDMENT**

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until July 1, 1989, after which time the same shall be extended for successive periods of 10 years each. Prior to July 1, 1989, this Declaration may be amended by the affirmative vote of the owners of two-thirds of the campsites in the Development entitled to vote and thereafter by a majority of said owners by recoding an amendment to this Declaration duly executed by (a) the requisite number of such owners required to effect such amendment or (b) by the Association, in which latter case such amendment shall have attached to it a copy of the resolution the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the Secretary of the Association.

**XVII. SEVERABILITY**

A. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**ATTEST:**

Original signed by Marguerite Hunt

**TRAVERTINE PROPERTIES, INC.**

Original signed by Lucian Hunt, President

STATE OF OKLAHOMA)  
County of Murray ) ss.

Before me the undersigned, a Notary Public, in and for said County and State, on this 25<sup>th</sup> day of May, 1979, personally appeared Lucian Hunt, President, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that

he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Signed: Liz Brady, Notary Public. My commission expires: 1-3-82.

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#### EXHIBIT "A"

Commencing at the NE Corner of Section 28; thence S 89°44'28" W along the North line of said Section for a distance of 40.00 feet; thence South 295.00 feet to the point of beginning; then continue South along said East line for a distance of 655.00 feet; thence West for a distance of 188.14 feet; thence North for a distance of 85.00 feet; thence West for a distance of 251.27 feet; thence South for a distance of 85.00 feet; thence S 24°00'00" E for a distance of 453.56 feet; thence S 66°00'00" W for a distance of 80.00 feet; thence S 45°00'00" W for a distance of 1227.31 feet; thence S 89°59'52" W for a distance of 52.49 feet; thence N 29°50'34" W for a distance of 96.24 feet; thence N 45°00'00" E for a distance of 331.35 feet; thence N 24°00'00" W for a distance of 345.54 feet; thence N 89°50'34" W for a distance of 739.47 feet; thence N 00°12'44" E for a distance of 421.94 feet; thence S 89°49'03" W for a distance of 117.54 feet; thence N 00°07'50" W for a distance of 98.17 feet; thence N 33°00'00" W for a distance of 362.00 feet; thence N 45°00'00" E for a distance of 148.00 feet; thence N 89°52'10" E for a distance of 80.18 feet; thence N 45°00'00" E for a distance of 623.36 feet; thence N 33°00'00" W for a distance 425.55 feet; thence N 89°44'28" E for a distance of 345.00 feet; thence S 45°00'00" W for a distance of 194.40 feet; thence S 33°00'00" E for a distance of 177.28 feet; thence S 84°16'14" E for a distance of 177.62 feet; thence S 26°00'00" E for a distance of 45.00 feet; thence N 34°00'00" E for a distance of 92.38 feet; thence N 26°00'00" W for a distance of 116.32 feet; thence N 77°00'00" E for a distance of 409.01 feet; thence S for a distance of 25.66 feet; thence N 77°00'00" E for a distance of 65.00 feet; thence S 53°00'00" E for a distance of 315.69 feet; thence N 56°00'00" E for a distance of 61.40 feet; thence N for a distance of 236.70 feet to the North line of Section 28; thence N 89°44'28" E along said North line for a distance of 50.00 feet; thence S for a distance of 22.11 feet; thence S 33°00'00" E for a distance of 246.40 feet; thence N 57°00'00" E for a distance of 250.71 feet; thence E for a distance of 260.00 feet to the East line Section 28 and the Point of Beginning. Said parcel containing 66.56 acres, all in CEDAR BLUE Sub-division.

STATE OF OKLAHOMA, COUNTY OF MURRAY, ss, I, Forrest McMurtry, County Clerk in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument filed in the office of the County Clerk on the 25<sup>th</sup> day of May, 1979.

Witness my hand and official seal the 25<sup>th</sup> day of May, 1979. Forrest McMurtry, County Clerk, by Alice McQueen, Deputy, State of Oklahoma, County of Murray, ss, Filed for Record at 3:30 O'clock P.M., May 25, 1979, Book 242, Page 174-196, Forrest McMurtry, County Clerk, by Alice McQueen, Deputy, Fee \$27.00.

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**CEDAR BLUE PROPERTY OWNERS' ASSOCIATION**

**RESOLUTION**

WHEREAS, at the Annual Meeting of the Cedar Blue Property Owners on August 31, 1980, more than two-thirds of the campsite owners entitled to vote, voted affirmatively for the following amendments to "Covenants for Cedar Blue", filed of record in Book 242, Pages 174-196, in the County Clerk's Office, Murray County, Oklahoma:

Change Paragraph III C (2) to read as follows: 7 feet from the back lot line; and

Change Paragraph IX. A. (3) line one, to read as follows: Slope and drainage, A 10 foot wide Easement running

BE IT THEREFORE RESOLVED that the aforementioned amendments to "Covenants for Cedar Blue" be made in accordance with authority provided to the Board of Directors, Cedar Blue Property Owners Association.

Attested to this date of September 28, 1980:

Maynard Fuller, President  
Joseph Lowman, Vice President  
Lucian Hunt, Secretary/Treasurer  
Marguerite Hunt, Director  
Grady Nunley, Director  
Alva Shobert, Director  
Robert Stillwell, Director



**CEDAR BLUE PROPERTY OWNERS' ASSOCIATION**

**RESOLUTION**

WHEREAS, at the Annual Meeting of the Cedar Blue Property Owners on September 6, 1981, more than two-thirds of the lot owners entitled to vote, voted affirmatively for the following amendments to "Covenants for Cedar Blue" filed of record in Book 242, Page 174-196, in the County Clerk's Office, Murray County, Oklahoma:

Change Article IV, Paragraph (U) to read as follows:

"U. Motorcycles and Minibikes. Motorcycles with quiet factory mufflers, owned by member, may be used within CEDAR BLUE, only for transportation between the Security Gate and the owner's lot. Minibikes may be used within the park for transportation but may not be used for joy riding. Owners or members of CEDAR BLUE, including dependents residing within the same household will conform to speed limits within the park and any other regulations imposed by the Board of Directors. Guests of the owners will not be afforded this privilege."

BE IT THEREFORE RESOLVED that the aforementioned amendment to "Covenants for Cedar Blue" be made in accordance with authority provided to the Board of Directors, Cedar Blue Property Owners Association.

Attested to this date of October 3, 1981:

Joseph Loman, President  
Dale White, Vice President  
Harvey Garrett, Treasurer  
Lucian Hunt, Secretary  
Maynard Fuller, Director  
Robert Stillwell, Director  
Grady Nunley, Director

**AMENDMENT NO. 3**

**CEDAR BLUE PROPERTY OWNERS' ASSOCIATION**

**Resolution**

WHEREAS, pursuant to a Resolution of the Board of Directors of the Association, a vote was solicited of the owners of the campsites entitled to vote and,

WHEREAS, on May 8, 1992, more than a majority of the campsite owners entitled to vote, voted affirmatively for the following amendment to "Covenants for Cedar Blue", filed of record in Book 242, Page 174-196, in the Office of the County Clerk of Murray County, Oklahoma:

Amend Article I. O. (1) to read as follows:

- (1) Travel Trailers, including Fifth Wheels, Vehicular units built according to Recreation Vehicle Industry Association Standards, mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and a gross trailer floor area 320 square feet or less when factory equipped for the road.

BE IT THEREFORE RESOLVED that the aforementioned amendment to "Covenants for Cedar Blue" be made in accordance with authority provided to the Board of Directors, Cedar Blue Property Owners Association, Inc.

Attested to this 18<sup>th</sup> day of May, 1992

Jesse B. Lanford, President  
Harold McCreery, Vice President  
Wanda Kay Clough, Secretary  
Barbara Maples, Director  
Erle Donaldson, Director  
David Bennett, Director  
Art Slone, Director  
Charles B. McDonald, Director  
Roger D. Ewerth, Director

**COVENANT**  
**AGREEMENT**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of March, 1985, by and between TRAVERTINE PROPERTIES, INC., P.O. Box 715, Sulphur, Oklahoma 73086, hereinafter referred to as "TRAVERTINE", and CEDAR BLUE PROPERTY OWNERS ASSOCIATION, P.O. Box 268, Sulphur, Oklahoma 73086, hereinafter referred to as "ASSOCIATION".

WHEREAS, TRAVERTINE conveyed by General Warranty Deed all tracts and common areas including utilities and improvements located with the Cedar Blue Subdivision, hereinafter referred to as "SUBDIVISION", to the ASSOCIATION on December 30, 1983, and

WHEREAS, the ASSOCIATION is in the process of amending the COVENANTS for Cedar Blue Subdivision, hereafter referred to as "COVENANTS", which were filed for record on May 25, 1979 in Murray County, Oklahoma and

WHEREAS, TRAVERTINE and the ASSOCIATION have agreed that TRAVERTINE will release and assign its rights contained in paragraphs IX, X and XI of the COVENANTS to the ASSOCIATION, TRAVERTINE and the ASSOCIATION mutually agree as follows:

1. TRAVERTINE, including its heirs, successors and assigns, will retain rights under the COVENANTS to ingress and egress to the SUBDIVISION as may be necessary to exercise its rights under the covenants to sell unsold or re-inventoried lots owned by TRAVERTINE, its heirs, successors or assigns, and
2. TRAVERTINE, its heirs, successors and assigns will retain its right under the COVENANTS to an exemption from payment of annual assessments on lots owned now or in the future by TRAVERTINE, its heirs, successors or assigns.

AGREED to under date of March 20, 1985.

**TRAVERTINE PROPERTIES, INC.**

**CEDAR BLUE PROPERTY OWNERS ASSOCIATION**

Signed by Lucian Hunt, President

Signed by Paul Rowlands, President

ATTEST:  
Signed by Secretary

ATTEST:  
Signed by Secretary

STATE OF OKLAHOMA, COUNTY OF MURRAY, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of March 1985, personally appeared LUCIAN HUNT and PAUL ROWLANDS to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 5/14/1988

Signed by Barbara Stinsen, Notary Public

Filed for Record at 8:30 O'clock a.m. on April 3, 1985, Linda Warren, County Clerk