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Canadian County, OK

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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR BIGGS ESTATES**

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR BIGGS ESTATES (the "Additional Covenants"), made effective this 4<sup>th</sup> day of February 2020, by Donna K. Adair, Successor Trustee of the LORRANINE BIGGS LIVING TRUST dated December 2, 1996 and Donna K. Adair, Successor Trustee of the LLOYD BIGGS LIVING TRUST dated December 2, 1996, collectively the owners of that certain property (the "Property") described on Exhibit A, attached hereto and made a part hereof, and declarants herein (the "Declarants") with a notice address of 809 Kingston Drive, Yukon, OK 73099,

WITNESSETH:

WHEREAS, the Declarants obtained ownership of certain real property (the "Larger Property") described as follows:

The North East Quarter (NE 1/4) and the East Half of the North West Quarter (E 1/2 of the NW 1/4), all in Section Eight (8), Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma,

by means of that certain *Warranty Deed* dated December 2, 1996, recorded December 12, 1996, in Book 2038, Page 211, and by those *Affidavits of Successor Trustee* dated September 9, 2011, and recorded September 16, 2011, respectively in Book 3802, Page 341, and Book 3802, Page 344, all in the office of the Canadian County Clerk; and

WHEREAS, the Property is only a portion of the Larger Property; and

WHEREAS, the Larger Property, inclusive of the Property, is subject to that certain *Declaration of Covenants, Conditions, and Restrictions* dated May 17, 2016, and recorded May 19, 2016, in Book 4417, Page 112 in the office of the Canadian County Clerk (the "Declaration"),

WHEREAS, the Declarants intend that these Additional Covenants shall be effective only with respect to the Property as additional covenants, restrictions, provisions and conditions thereto and not in substitution for the covenants, restrictions, provisions and conditions contained in the Declaration;

Ret to: REAGAN LOWELL  
P.O. BOX 72413  
OKC, OK 73172

WHEREAS, the Property is also subject to that certain *Dedication of Right of Way* dated January 27, 2020, and recorded January 30, 2020 in Book 5018, Page 704, in the office of the Canadian County Clerk, which dedicates certain rights of way to the City of Piedmont, Oklahoma for public road and utility purposes; and

WHEREAS, the Declarants intend to subdivide the Property into lots (singularly a "Lot" and collectively "Lots") of no less than five (5) acres each for the purpose of constructing single-family residences thereon.

NOW, THEREFORE, in consideration of the mutual covenants, restrictions, provisions and conditions herein set forth, the Declarants do hereby agree and declare that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the covenants, restrictions, provisions and conditions of these Additional Covenants, as it may be amended or modified from time to time, and which covenants, restrictions, provisions and conditions shall run with the land for all purposes and shall be binding upon and inure to the benefit of the respective owners of all or any portion of the Property, and their respective successors and assigns.

1. No owner of any portion of the Property, or owner of any Lot may use the same for recreational purposes or for the purpose of accessing the lake located on the Property (the "Prohibited Purposes") unless and until such owner has completed construction of that owner's single-family residence on that owner's Lot as evidenced by a certificate of occupancy, or its equivalent, issued by the City of Piedmont or other appropriate governmental entity. The Prohibited Purposes shall include the use of any portion of the Property or any Lot by vehicles, including but not limited to off-road, all-terrain vehicles and motorcycles. The Prohibited Purposes shall also include, but not be limited to, access to and use of the lake located on the Property (the "Lake") for fishing, swimming, boating or any other purpose. Regardless of whether a certificate of occupancy or its equivalent is issued by the City of Piedmont or other appropriate governmental entity for any owner's single-family residence, the use of any portion of the Property or any Lot for any purpose that violates the covenants, restrictions, provisions and conditions of the Declaration shall not be allowed at any time. Furthermore, the owner(s) of any Lot that does not have direct access to the Lake shall not have the right to access or use the Lake for any purpose.

2. The Declarants have subdivided the Property into eight Lots, identified as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8. As originally subdivided by the Declarants Lot 3 is approximately 35 acres in size. The further subdivision of Lot 3 into multiple tracts (singularly a "Tract" and collectively the "Tracts") by the owner thereof shall be permitted provided the owner of Lot 3 (a) obtains the written approval of the Declarants as to such owner's plan of subdivision so long as the Declarants own any Lot or other portion of the Property, (b) subdivides Lot 3 into individual Tracts of not less than five (5) acres, (c) includes a deed restriction in each instrument conveying a Tract that limits the use of each such Tract for one single-family residence, and (d) provides a means of ingress and egress approved by the City of Piedmont to each Tract from a public street.

3. The covenants, restrictions, provisions and conditions contained in these Additional Covenants may be enforced by any owner of the Property or any Lot and in the event any such owner (hereafter the "Plaintiff") institutes a legal action or proceeding against any other owner (hereafter the "Defendant") for any violation of the covenants, restrictions, provisions and conditions contained in these Additional Covenants or in the Declaration and such Plaintiff is the prevailing party in any such action or proceeding, the Plaintiff shall be entitled to collect reasonable attorney fees and other costs associated with such enforcement action or proceeding from the Defendant.

4. These Additional Covenants shall be construed in accordance with the laws of the State of Oklahoma.


5. Time is of the essence with respect to these Additional Covenants.

6. These Additional Covenants may be amended only by the written consent recorded in the office of the Canadian County Clerk of owners of more than seventy-five percent (75%) of the Lots subject to this Additional Covenants, and the consent of the Declarants so long as the Declarants own any Lot subject to these Additional Covenants. With respect to any amendment of these Additional Covenants the owners of the Tracts shall collectively have only one vote which may be cast by an owner of a Tract chosen by majority vote of all the owners of Tracts.


IN WITNESS WHEREOF, this instrument has been executed effective as of the date first above written.

"DECLARANTS"

LORRAINE BIGGS LIVING TRUST  
dated December 2, 1996

  
By: Donna K. Adair  
Its: Successor Trustee

LLOYD BIGGS LIVING TRUST  
dated December 2, 1996

  
By: Donna K. Adair  
Its: Successor Trustee



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Preliminary Plat of Biggs Estates  
Moffat Road and Piedmont Road  
Piedmont, Canadian County, Oklahoma

March 14, 2019  
First Revised March 20, 2019

A part of the Northwest Quarter (NW/4) AND Northeast Quarter (NE/4) of Section Eight (8), Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

**COMMENCING** at the Northeast Corner (NE/C) of said Northwest Quarter (NW/4);

THENCE South 89°27'23" West, along the North line of said Northwest Quarter (NW/4), a distance of 760.57 feet to the **POINT OF BEGINNING**;

THENCE South 00°26'45" East, parallel with the West line of the East Half (E/2) of the Northwest Quarter (NW/4) of said Section 8, a distance of 33.00 feet;

THENCE South 44°30'19" West, a distance of 35.39 feet;

THENCE South 00°26'45" East, parallel with said West line, a distance of 688.83 feet;

THENCE North 75°48'05" East, a distance of 569.40 feet;

THENCE North 89°33'15" East, perpendicular to said West line, a distance of 100.79 feet;

THENCE North 00°26'45" West, parallel with said West line, a distance of 42.97 feet;

THENCE North 59°54'54" East, a distance of 699.38 feet;

THENCE South 26°41'57" East, a distance of 262.27 feet;

THENCE North 89°58'32" East, a distance of 55.89 feet;

THENCE South 00°47'07" East, parallel with the East line of said Northeast Quarter (NE/4), a distance of 1015.27 feet;

THENCE South 89°27'13" West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 350.00 feet;

Prepared by Durham Surveying, Inc.  
Damon K. Durham, PLS No. 1521

THENCE South 39°45'15" West, a distance of 468.67 feet to a point on the East line of said Northwest Quarter (NW/4);

THENCE South 00°29'42" East, along the East line of said Northwest Quarter (NW/4), a distance of 800.00 feet to the Southeast corner of said Northwest Quarter (NW/4);

THENCE South 89°19'38" West, along the South line of said Northwest Quarter (NW/4), a distance of 1,308.86 feet to the Southwest corner of the East Half (E/2) of said Northwest Quarter (NW/4);

THENCE North 00°26'45" West, along the West line of the East Half (E/2) of said Northwest Quarter (NW/4), a distance of 2,160.93 feet;

THENCE North 89°33'15" East, perpendicular to said West line, a distance of 461.02 feet;

THENCE North 00°26'45" West, parallel with said West line, a distance of 418.24 feet;

THENCE North 45°29'41" West, a distance of 35.33 feet;

THENCE North 00°26'45" West, parallel with said West line, a distance of 33.00 feet to the North line of said Northwest Quarter (NW/4);

THENCE North 89°27'23" East, along said North line, a distance of 110.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 3,496,866 square feet or 80.2770 acres, more or less.

The basis of bearing for the above-described tract of land is South 89°27'23" West along the North line of said Northwest Quarter (NW/4).

Prepared by Durham Surveying, Inc.  
Damon K. Durham, PLS No. 1521



UNRECORDED PLAT  
OF

**BIGGS ESTATES**

PART OF THE NORTH HALF (N/2) OF SECTION EIGHT (8), TOWNSHIP FOURTEEN  
(14) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN,  
PIEDMONT, CANADIAN COUNTY, OKLAHOMA.

**DEVELOPER:**  
LORRANE BIGGS LIVING TRUST  
LORRANE BIGGS LIVING TRUST  
P.O. BOX 721413  
OKC, OK 73172

**ENGINEER:**  
RUBBS CONSULTING, LLC  
1860 S. State Road  
Tulsa, Oklahoma 74209  
(405) 285-0641  
FAX: (405) 285-0649

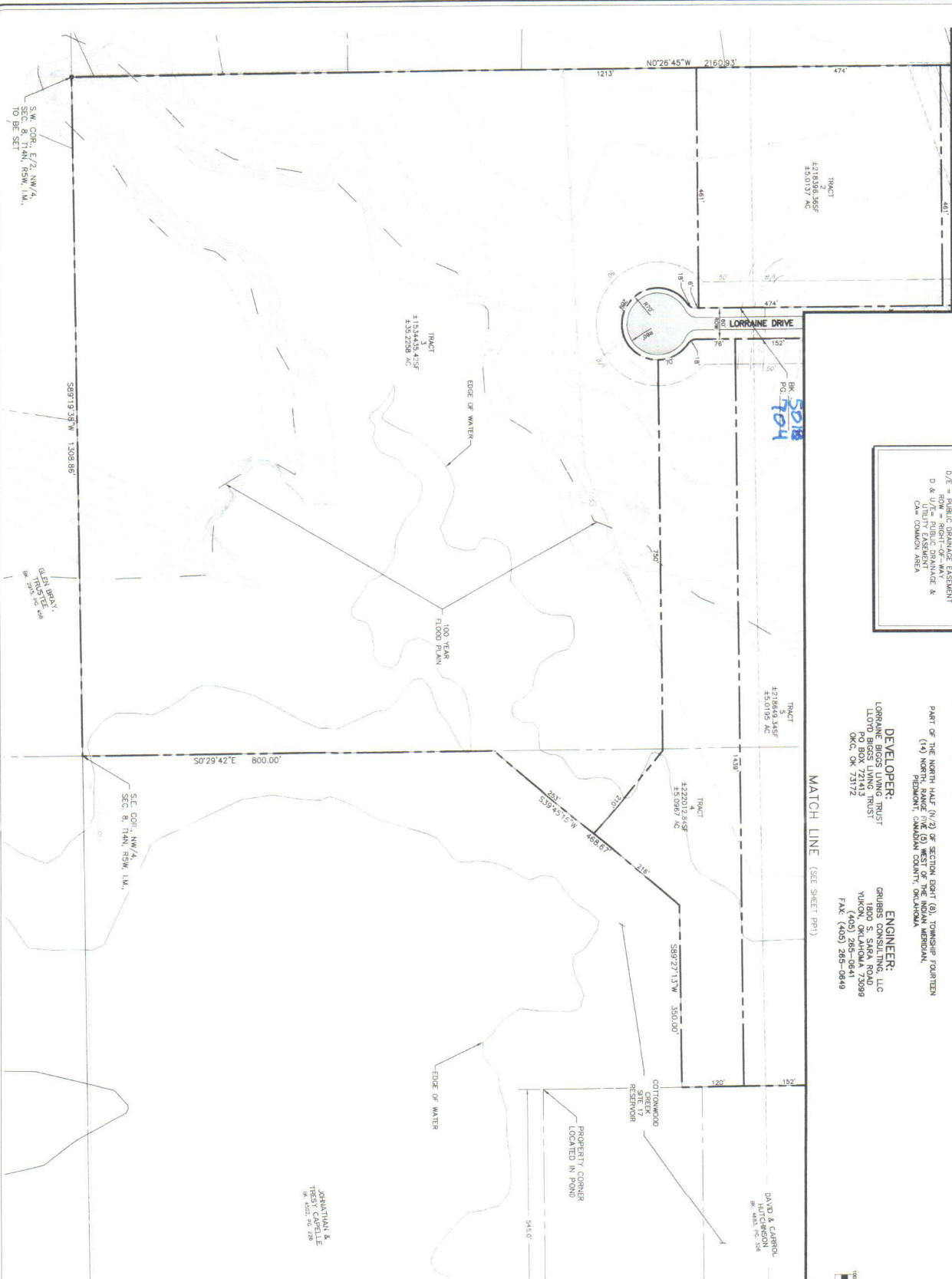
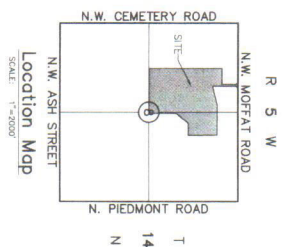
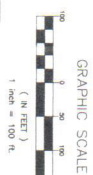
**Legend**

- B/A = BUILDING LINE
- U/E = Utility EXISTENT
- D/E = PUBLIC DRAINAGE EASEMENT
- D & U = RIGHT-OF-WAY EXISTENT & UTILITY EXISTENT
- CA = COMMON AREA

**SUBDIVISIONS:**  
GROSS SUBDIVISION AREA: 76.34 AC.  
PROPOSED UNITS: 8 1/2 Acre D.U.'s  
ZONING: A-1

MATCH LINE (SEE SHEET P-1)

MATCH LINE (SEE SHEET P-1)



JANUARIAN &  
TRISTY CIVIL &  
ENGINEERS  
1860 S. STATE ROAD  
TULSA, OKLAHOMA 74209  
PHONE: (405) 285-0641  
FAX: (405) 285-0649

**RUBBS CONSULTING, LLC**  
CIVIL ENGINEERING & LAND PLANNING  
1860 S. State Road  
Tulsa, Oklahoma 74209  
Phone: (405) 285-0641  
Fax: (405) 285-0649

DATE OF PREPARATION: JANUARY 8, 2020

BIGGS ESTATES SHEET 2 OF 2





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Filed:05/19/2016 DMW  
01:52:41 PM RT  
Canadian County, OK

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this 17 day of May, 2016, by DONNA K. ADAIR, Successor Trustee of the Lloyd Biggs Living Trust dated December 2, 1996, by Warranty Deed recorded December 12, 1996 in Book 2038, Page 211 in Canadian County, Oklahoma, and Affidavit of Successor Trustee recorded September 16, 2011 in Book 3802, Page 344 in Canadian County, Oklahoma (as to an undivided one half interest) and DONNA K. ADAIR, Successor Trustee of the Lorraine Biggs Living Trust dated December 2, 1996, by Warranty Deed recorded December 12, 1996 in Book 2038, Page 211 in Canadian County, Oklahoma, and Affidavit of Successor Trustee recorded September 16, 2011 in Book 3802, Page 341 in Canadian County, Oklahoma (as to an undivided one half interest) ("Declarant").

The Declarant has established this Declaration to provide a general governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the real estate described within Exhibit "A" attached hereto.

### Section 1 Creation of the Community.

#### 1.1 Purpose and Intent.

Declarant, as the owner of the real property described in Exhibit "A," (the "Property") intends by the Recording of this Declaration to create a general plan of development. This Declaration does not and is not intended to create a unit ownership estate within the meaning of 60 O.S. §501 *et seq.* This Declaration does not and is not intended to create a real estate development and owners association within the meaning of 60 O.S. §851 *et seq.*

#### 1.2 Binding Effect and Term.

All property described in Exhibit "A" and any additional property which is made a part of Property in the future by Recording additional Declarations shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such Property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns. This Declaration shall remain in effect for a term of 40 years from the date it is Recorded and shall automatically extend for successive 10 year periods, unless otherwise amended, altered, revoked, or changed as provided herein. Declarant, any owner of property subject to this Declaration (an "Owner") and their respective legal representatives, heirs, successors, and assigns may enforce it.

If any provision of this Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire 21 years after the death of the last survivor of the now living descendants of the youngest living President of the United States having a descendant. Nothing in this Section shall be construed to permit termination of any easement, covenant, restriction, or obligation created in this Declaration without the consent of the holder of such easement, covenant, or restriction.

Declaration

- 1 -  
Return to:  
CHICAGO TITLE OKLAHOMA  
4801 GAILLARDIA PARKWAY, SUITE 150  
OKLAHOMA CITY, OK 73142

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All provisions of the Declaration shall apply to all Owners and to all occupants of the Property, as well as their respective tenants, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications. If any judgment or court order alters the Declaration for reasonableness, such judgment or court order shall specifically set out the interpretation, meaning, or change in the Declaration in a form for filing with the County Clerk.

## **Section 2 Maintenance and Repair.**

### **2.1 Maintenance of Property.**

Each Owner shall maintain such Owner's property, including all landscaping and improvements comprising their property, in a manner consistent with the Declaration and all applicable covenants. Each Owner shall ensure their property is maintained in a neat and orderly fashion, not overgrown with vegetation, cash crops excluded.

### **2.2 Responsibility for Repair and Replacement.**

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's property, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications. Alternatively, the Owner shall clear the property and maintain it in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

## **Section 3 Design Standards.**

### **3.1 Building size and set back requirements.**

All residential dwellings must be of new, "stick-built" construction. No mobile homes, trailers, or the like shall be permitted. No building, structure, or part thereof shall be erected or maintained on any property except in compliance with the set-back lines set forth in the applicable ordinance. The minimum square footage of a one story-dwelling shall be no less than 1600 square feet exclusive of basements, open porches, and garages. The minimum square footage of a multiple story dwelling shall be no less than 2000 square feet exclusive of basements, open porches, and garages. Front yard and side yard set backs must conform to applicable ordinance.

### **3.2 Outbuildings.**

All outbuildings shall be located within any applicable set back ordinance. Each outbuilding shall be properly permitted if required by applicable ordinance.

### **3.3 Trash and Garbage.**

No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a property.

### **3.4 Subdivision.**

No property subject to this Declaration may be subdivided into an area having less than five (5) acres.

## **Section 4 Use Restrictions.**

### **4.1. General.**

All Property shall be used only for residential and related purposes.

### **4.2. Restrictions.**

**4.2.1 Animals.** Only one hog shall be allowed per tract of land subject to this Declaration. With the exception of hogs, up to one animal exceeding 150 pounds in weight may be kept per two acres, five poultry may be kept per acre, and one goat may be kept per acre. All livestock, poultry or animals of any kind shall be kept in a neat, safe and orderly fashion on sufficient pasture or housing. No animal shall be permitted to roam free among the Property.

**4.2.2 Noxious, Offensive Activity.** Any activity which emits foul or obnoxious odors outside an Owner's property or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of others shall not be permitted.

**4.2.3 Violations of Law.** Any activity that violates local, state, or federal laws or regulations shall not be permitted.

**4.2.4 Healthy Environment.** No Owner shall pursue or permit any hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on a property.

**4.2.5 Use of Water Area.** Swimming, non-motorized boating, use of personal flotation devices, or other active use of the lake within the Property is permitted. Fishing is permitted only by Owners, occupants and their accompanied guests. Up to two fish may be taken per person per day, not to exceed 50 fish taken per person within a year; catches exceeding this number shall be released. Owners, occupants and their accompanied guests may use all parts of the lake provided nothing herein shall give any Owner an easement on or across the property of another Owner that lies above the lake's waterline. No Owner shall draw water from the lake or cause the discharge or dumping of any contaminant into the lake. No Owner shall be responsible for any loss, damage, or injury to any person or property arising out of another's authorized or unauthorized use of the lake.

**4.2.6 Business Uses.** No business, trade, or similar activity shall be permitted, except that an Owner or occupant residing on a property subject to this Declaration may conduct business activities within their property so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the property; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-door solicitation of residents; (iv) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of property in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

**Section 5 Additional Covenants and Easements.**

Declarant may subject any portion of the Property to additional covenants and easements. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the additional covenants and easements. Any such additional covenants may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

**Section 6 Enforcement.**

Each Owner shall comply strictly with the Declaration. Should the Declarant or an Owner engage legal counsel for representation for the enforcement of this Declaration, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party. No delay, failure, or omission on the part of the Declarant or Owner in exercising any right, power, or remedy provided in this Declaration shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, and shall act as no bar to enforcement.

**Section 7 Amendment of Declaration.**

This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing 75% of the total acreage subject to this Declaration, and the consent of Declarant, so long as Declarant owns any property subject to this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed the Declaration and attached Exhibits the date and year first written above on the signature block below.

**DECLARANT**

By: Donna K. Adair

DONNA K. ADAIR, Successor Trustee of the Lloyd Biggs Living Trust dated December 2, 1996, by Warranty Deed recorded December 12, 1996 in Book 2038, Page 211 in Canadian County, Oklahoma, and Affidavit of Successor Trustee recorded September 16, 2011 in Book 3802, Page 344 in Canadian County, Oklahoma (as to an undivided one half interest)

By: Donna K. Adair

DONNA K. ADAIR, Successor Trustee of the Lorraine Biggs Living Trust dated December 2, 1996, by Warranty Deed recorded December 12, 1996 in Book 2038, Page 211 in Canadian County, Oklahoma, and Affidavit of Successor Trustee recorded September 16, 2011 in Book 3802, Page 341 in Canadian County, Oklahoma (as to an undivided one half interest)

ACKNOWLEDGMENT

STATE OF OKLAHOMA     )  
  )  
COUNTY OF OK            )     SS:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2016, by DONNA K. ADAIR, Successor Trustee of the Lloyd Biggs Living Trust dated December 2, 1996, by Warranty Deed recorded December 12, 1996 in Book 2038, Page 211 in Canadian County, Oklahoma, and Affidavit of Successor Trustee recorded September 16, 2011 in Book 3802, Page 344 in Canadian County, Oklahoma and DONNA K. ADAIR, Successor Trustee of the Lorraine Biggs Living Trust dated December 2, 1996, by Warranty Deed recorded December 12, 1996 in Book 2038, Page 211 in Canadian County, Oklahoma, and Affidavit of Successor Trustee recorded September 16, 2011 in Book 3802, Page 341 in Canadian County, Oklahoma.

Karen Schooley  
Notary Public

My Commission Expires:  
11-26-17  
My Commission No.  
01019318

(SEAL)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE NORTHEAST QUARTER (NE/4) AND THE EAST HALF OF THE NORTHWEST QUARTER (E/2 NW/4), ALL IN SECTION EIGHT (8), TOWNSHIP FOURTEEN (14) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN.