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Filed:05/19/2016 DMW  
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Canadian County, OK

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made 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 (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

1600058

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.

Return to: Donna Adair  
809 Kingston Drive  
Yukon, OK 73099

**ADDITIONAL COVENANTS APPLICABLE TO A PORTION  
OF THE PROPERTY SUBJECT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THESE ADDITIONAL COVENANTS APPLICABLE TO A PORTION OF THE PROPERTY SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Additional Covenants") entered into this 28 day of April 2021 by Declarant, 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) ("Trustee for Lloyd Biggs"), 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) ("Trustee for Lorraine Biggs"),

WITNESSETH:

WHEREAS, the Trustee for Lloyd Biggs and the Trustee for Lorraine Biggs are collectively referenced herein as the "Trustees"; and

WHEREAS, a certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") dated May 17, 2016, was recorded May 19, 2016, in Book 4417, Page 112 in the office of the Canadian County Clerk; and

WHEREAS, the Declaration was executed by the Trustee for Lloyd Biggs and the Trustee for Lorraine Biggs (collectively the "Trustees"), and affects a tract of real property located Section 8, T14N, R5W, I.M., in Piedmont, Canadian County, Oklahoma (the "Larger Tract"); and

WHEREAS, Section 5 of the Declaration provides that the Declarant (as defined therein) may subject any portion of the Larger Tract to additional covenants and easements

WHEREAS, a portion (the "Development Property") of the Larger Tract is described on Exhibit A depicted on Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the Trustees intend to subdivide the Development Property into five (5) tracts as is generally depicted on Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the aforementioned five tracts depicted on Exhibit B are identified therein as Tract A, Tract B, Tract C, Tract D and Tract E (sometimes collectively referenced herein as the "Tracts" or without distinction as to a particular tract as a "Tract"); and

WHEREAS, the Trustees desire to impose certain additional covenants, conditions and restrictions on the Development Property by means of these Additional Covenants.

NOW, THEREFORE, in consideration of the mutual obligations, covenants and agreements herein set forth, and other good and valuable consideration, the amount and sufficiency of which is hereby agreed, the Trustees agree that the Additional Covenants should be imposed on the Development Property as follows, it being intended that the provisions of these Additional Covenants shall not otherwise affect the terms of the Declaration, and that the Declaration should otherwise remain unchanged and in full effect, to wit:

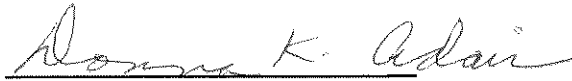
1. No owner of any Tract shall alter, redirect or block the natural flow of storm water drainage on, over and across that owner's Tract to the detriment of the owner of any other property.

2. No owner of any Tract shall use that owner's Tract for recreational purposes (the "Prohibited Purposes") prior to the completion of construction of a single-family residence on that owner's Tract as evidenced by the issuance of a certificate of occupancy by the City of Piedmont ("Certificate of Occupancy"). For purposes of these Additional Covenants, the Prohibited Purposes shall include the use of any Tract by vehicles, including, but not limited to, off-road vehicles and motorcycles, or to access the lake (the "Lake") located on the Larger Tract for fishing, swimming, boating or any other purpose. After the issuance of a Certificate of Occupancy any use of an owner's Tract for purposes prohibited by the Declaration shall not be allowed at any time. The owner of any Tract whose Tract does not have direct access to the Lake shall not have the right of access or use of the Lake for any purpose.

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

"THE TRUSTEES"

LORRAINE BIGGS LIVING TRUST  
dated December 2, 1996



By: Donna K. Adair  
Its: Successor Trustee

and



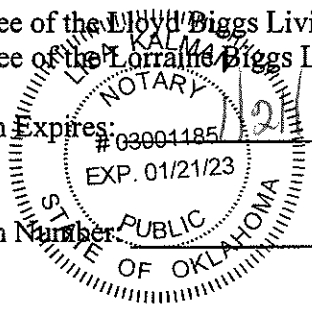
LLOYD BIGGS LIVING TRUST  
dated December 2, 1996

Donna K. Adair  
By: Donna K. Adair  
Its: Successor Trustee

ACKNOWLEDGMENT

Subscribed and sworn before me this 28 day of April, 2021, by Donna K. Adair, Successor Trustee of the ~~Lloyd Biggs~~ Living Trust dated December 2, 1996, and Donna K. Adair, Successor Trustee of the ~~Lorraine Biggs~~ Living Trust dated December 2, 1996.

My Commission Expires: 1/21/23  
#03004185



AM  
Notary Public

My Commission Number: \_\_\_\_\_

# Exhibit "A"

## LEGAL DESCRIPTION

35.8451 Acres  
Moffat Road and Piedmont Road  
Piedmont, Canadian County, Oklahoma

March 5, 2021

A part of the 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:

**BEGINNING** at the Northeast Corner (NE/C) of said Northeast Quarter (NE/4);

THENCE South 00°47'07" East, along the East line of said Northeast Quarter (NE/4), a distance of 860.00 feet;

THENCE South 89°27'13" West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 1,815.61 feet;

THENCE North 00°47'07" West, parallel with the East line of said Northeast Quarter (NE/4), a distance of 860.00 feet to a point on the North line of said Northeast Quarter (NE/4);

THENCE North 89°27'13" East, along the North line of said Northeast Quarter (NE/4), a distance of 1,815.61 feet to the **POINT OF BEGINNING**.

Said tract of land containing 1,561,412 square feet or 35.8451 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).

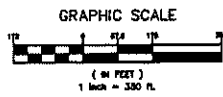
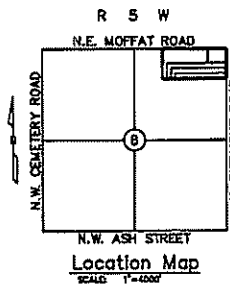
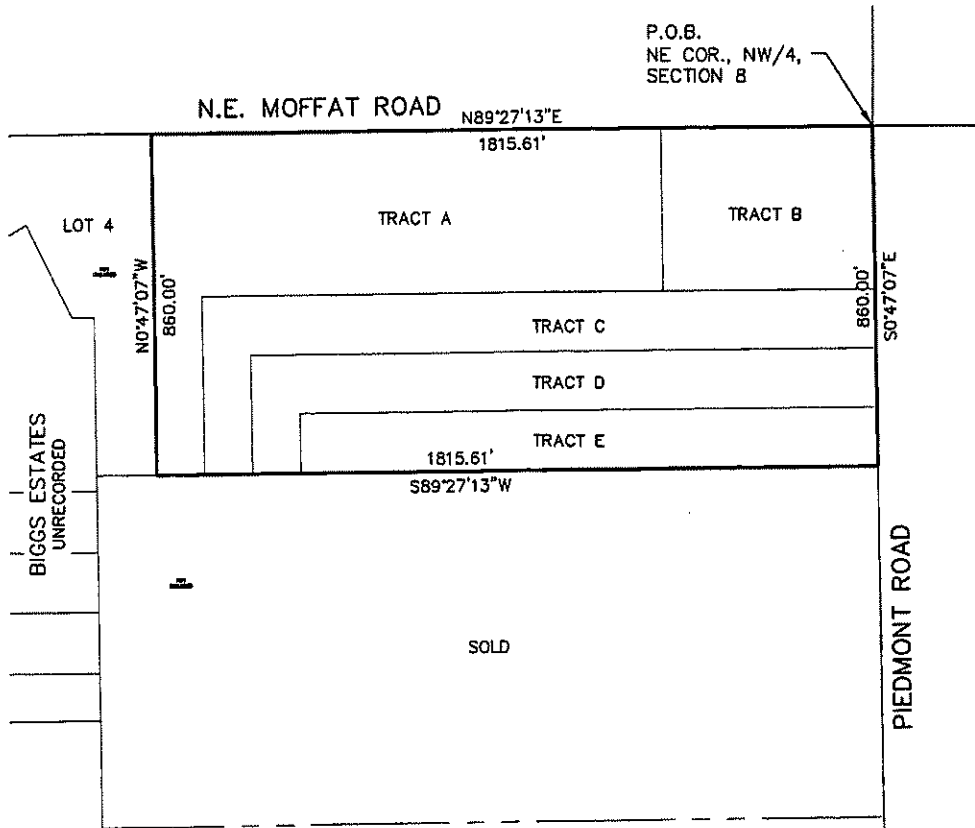
Prepared by Durham Surveying, Inc.  
Damon K. Durham, PLS No. 1521

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# Exhibit 'B'

35.8451 ACRES

PART OF SECTION 8, T14N, R5W, I.M.  
PIEDMONT, CANADIAN CO., OKLAHOMA



DURHAM SURVEYING, INC.

1800 SOUTH SARA ROAD  
YUKON, OKLAHOMA 73089  
Ph. (405) 285-3404 Fax (405) 285-0649

CERTIFICATE OF AUTHORIZATION NO. 5313, EXP. DATE 08/30/2022

3/5/2021