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X By SS, Deputy  
Return to: Pickard Brothers Homes LLC  
PO Box 58  
Blanchard, OK 73010

**COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SILO ACRES**

THIS DECLARATION of Covenants, Conditions and Restrictions is made as of April, 2018, by Pickard Brothers Homes, LLC, (hereinafter jointly referred to as the Declarant).

**RECITALS**

A. Declarant owns a tract of land being a part of the North Half of the Northwest Quarter (N/2 NW/4) of Seventeen (17), Township Eight (8) North, Range Four (4) West, of the IM., McClain County, Oklahoma. The tract (hereinafter called the Silo Acres consists of all of the land described on Exhibit "\_\_\_" attached hereto and made a part hereof.

B. The Declarant desires to subject the Property, and the lots located therein (the Lots and Blocks in Silo Acres to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

**ARTICLE I  
DEFINITIONS**

(a) Articles shall mean the duly adopted Articles of Association for the Silo Acres Homeowners Association Inc. as filed hereinafter with the office of the County Clerk for McClain County, Oklahoma, pursuant to 60 O.S. Sections 850-856, as the same may be amended from time to time.

(b) Association means the Silo Acres Homeowners Association, Inc.

(c) Bylaws shall mean the duly adopted Bylaws of the Silo Acres Homeowners Association Inc., as the same may be amended, changed or modified from time to time.

(d) Board of Directors shall mean the Board of Directors of the Silo Acres Homeowners Association Inc., as selected pursuant to the provisions of the Bylaws.

(e) Building Committee shall mean those shown hereinafter who have the authority to approve building plans, specifications and plot plan, and location of the building with respect to topography and finished grade elevation.

(f) Common Area means those areas of land at the entrance to the addition wherein the Sign of Silo Acres is positioned which is to be owned and maintained by the Association and devoted to the common use and enjoyment of the owners of the Lots.

(g) Common Expenses shall mean the following: (i) Expenses of administration, maintenance, repair or replacement of the sign at the entry into the Silo Acres to the extent such expenses are to be borne by the Association under the terms of this Declaration; (ii) Expenses agreed upon as common by all Lot Owners acting through the Association; and (iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of date hereof or as they may later be amended.

(h) Declarant means Pickard Brothers Homes, LLC, and Declarant's successors and assigns.

(i) Declaration means this instrument, by which the Property is submitted to the provisions of 60 O.S. Sections 851-858, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

(j) Lot Owner or Owner means the person, or legal entity, or the combination thereof including contract sellers, holding the record fee simple or perpetually renewable leasehold tide to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term Lot Owner or Owner, shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(k) Majority of Lot Owners means the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners means such percentage in the aggregate of such ownership of Lots.

(l) Person means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(m) Property means all of the land described above, being the same parcel of real property designated as the Silo Acres more particularly referred to above and such additional land as may be subjected to this Declaration under the provisions of Article II below.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

For the purposes of providing an orderly development of all of the above described property, and for the purpose of providing adequate restrictive covenants for the benefit of owner and its successors in title, to any portion of the above described property, to which it shall be

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incumbent upon said owners and its successors in title to adhere, whether acquired directly or through -subsequent transfers, or in any manner whatsoever, and all of said lots described above shall be taker, held and conveyed subject to the following restrictions and covenants, to wit

2.1 Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, pursuant to the provisions of 60 O.S. Sections 850-856, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and of each ownership of one or more Lots, now or in the future, and the owners of any interest of any kind or character in Lots, the Property, or any portion thereof.

2.2. Building Committee. The above Owner does hereby create, charge and appoint a Building Committee for the purpose of architectural review of all proposed construction upon the above lots. No building, dwelling, outbuilding, fence or structure or addition thereto, shall ever be erected, placed or maintained upon any part of the above described lots, until the building plans and specifications thereof, together with a plot plan showing the location of any such construction, has been submitted to, and has been approved in writing by, a majority of the Building Committee composed of Teddy Pickard, Phyllis Pickard, Jerry Pickard and Brenda Pickard or their authorized representatives or successors, for conformity and harmony, of external design with existing Structures in said addition, and as to the location of any such structure upon the lot; with respect to the square footage, architectural appearance and construction components, all of which must be approved by the above Building Committee.

Should the Building Committee fail to approve or disapprove any of the plans, specifications or plot plans within 30 days after the time the same have been submitted to the Building Committee for approval, then such approval shall not be necessary. In the event that any member or members of said Building Committee shall die or resign, the surviving member or members of said committee shall have the authority to appoint successor members to such vacancy, and any newly appointed member shall have the same authority as his predecessor. The original committee members shall serve for an initial term of five (5) years. Any such successors shall fill out the unexpired term of any member who dies or resigns. Thereafter, committee members shall be selected by a majority vote of the owners of the lots described above with each lot to have one vote.

The Building Committee shall make reasonable good faith efforts to interpret the terms and conditions of these Restrictive Covenants to make sure that any approved construction is in conformance therewith. Approval of any construction by the Building Committee shall not, however, be conclusive of such conformity so as to prevent any lot owner from bringing an action against any other lot owner pursuant hereto to enforce compliance with these Restrictive Covenants. The services of the members of the Building Committee are gratuitous and voluntary and the individual members of the committee shall owe no legal duty or responsibility to, nor shall they have any liability to, any of the lot owners of the above described property on account of any actions taken hereby in good faith by the Building Committee.

Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Building Committee may recommend reasonable variances in writing as to any of the covenants contained in this instrument, on such terms and

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conditions as it shall determine to be appropriate, to the Board of Directors of the Association. If the Board of Directors does not disapprove the recommendation, in writing, within 30 days of receipt of same, it shall be deemed granted and approved by the Board of Directors.

2.3. Setbacks. All improvements constructed on any lot, except for allowed fences as provided herein, shall be behind the 40 foot front building limit line shown on the plat of Silo Acres Subdivision, shall be at least 15 feet from any side lot line, and at least 30 feet from the rear lot line.

2.4. Residential use only. The lots shall be used exclusively for residential purposes only. No lot shall contain more than one private dwelling house plus necessary garage for cars and servants' quarters and necessary outbuildings. No residential dwelling shall be occupied by more than two families. No business or commercial activity may be done within this addition.

2.5. New Materials. All dwellings shall be constructed of new materials. Move-in houses, which includes factory built homes, modular homes, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private site built dwellings of a conventional nature and to exclude all other structures except necessary outbuildings.

2.6. Roof Pitch and Roof Materials. Residences shall have a roof pitch of at least 9/12. A roof pitch of less than 9/12 is not permitted except for porches or covered patios which may have a minimum pitch of 4/12. The roofs of all dwellings must be of asphalt or fiberglass of an architectural blend and grade with a weight of at least 300 lbs. per 100 square feet. Any other roof design must be approved by the Building Committee in writing. The Building Committee must approve the color of the roof materials.

2.7. No Temporary Residences. No move-in house, trailer, tent, shack, stable, barn or other outbuildings shall be used as a temporary or permanent residence.

2.8. Fencing. Any fence erected on that part of any lot forward of the 50 foot building limit line as set forth on the Plat of Silo Acres Subdivision, shall be constructed of materials that will not block the view from the street or an adjoining lot. Such fence shall be of materials which blend and harmonize with the residences in the development and are approved by the Building Committee. Such fence shall not exceed 6 feet in height. Plans for any such fence shall be submitted to the Building Committee for approval prior to construction.

2.9. Drainage Pipe/Tin Horn. At the time of construction of any driveway on any lot, each lot owner shall install an adequate drainage pipe or tin horn at the point where the driveway intersects the drainage ditch in the road easement. The size, length and adequacy of said pipe or tinhorn shall be approved by the committee.

2.10. No Vehicles Beyond 40 Foot Building Line. No automobile, truck, trailer, mobile home, or other vehicle of any nature shall ever be temporarily or permanent parked or located or otherwise maintained, repaired or serviced, for a period of more than 24 hours, forward of the 50 foot building limit line above set forth. This provision shall not prohibit parking personal vehicles on the driveway for the purpose of ingress or egress of the owner, or owners, guests or invitees; to the dwelling located on any lot.

2.11. Accumulation of Junk or Debris Prohibited. No lot owner shall allow the accumulation of junk, debris, building materials, inoperable vehicles, or other materials not normally maintained on residential lots, unless the same are stored inside the home or

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outbuilding so as to be out of the view of other lot owners.

2.12. Noxious Trades Prohibited. No noxious or offensive trade or activity shall ever be conducted on any of the lots nor shall anything ever be done therein, which may be or become an annoyance or nuisance to the neighborhood. No business, trade or activity shall be carried on upon any residential lot.

2.13. Closed Sewage Systems. No sewage system shall ever be located or created on any lot unless the same has first been approved by the County Engineer of McClain County, State of Oklahoma, and the State Health Department of the State of Oklahoma, and all such sewage disposal systems shall be operated and maintained, repaired and replaced, to comply with the requirements of the State Health Department of the State of Oklahoma. No open lagoons shall be allowed whether or not the same are approved by the State Department of Health. Only closed systems shall be allowed.

2.14. Water Well Approval. Any private water well or private water system created on any lot shall first be approved by the County Engineer of McClain County, Oklahoma, and all such private water systems or wells shall be operated, maintained, repaired and replaced to comply with the requirements of the State Health Department of the State of Oklahoma.

2.15. Animals. The keeping of animals or fowls for breeding or commercial purposes shall not be permitted upon any lot. Livestock, farm animals and fowl, including, but not limited to horses, cows, goats, sheep, hogs, pigs, donkeys, mules, ostriches, emus, chickens, guineas, ducks, geese, or any other farm -type livestock, animals. or fowls; or wild animals, shall not be allowed on any lot for any purpose whatsoever. A lot, owner may keep domestic pets such as cats or dogs provided that the total number of such domestic pets shall not exceed five per lot. Any such domestic pets, except for cats, shall be kept indoors or in secure pens or fenced in areas which shall be kept reasonably clean and maintained in accordance State Health Department rules and regulations. Cats may be allowed to roam free provided that they do not become any annoyance or nuisance to other lot owners. Dogs shall be maintained in such a manner so as to minimize incessant, barking which may become an annoyance or nuisance to adjoining lot owners.

2.16. Minimum Dwelling Size. Any residential dwelling constructed on a lot shall contain at least 2,200 square feet of floor space, exclusive of open porches, breezeways and garages. Any such dwelling shall contain as a part thereof an attached garage for at least two but not more than three automobiles.

2.17. Exterior Wall. The exterior wall covering of the first floor of any residence shall consist of at least 70 percent of brick or native rock. Other type exterior walls may be permitted if approved by the architectural committee. Wood or "Masonite type" compatible materials of a durable variety may be used on the second floor exterior any residence.

2.18. Combining Lots. If two or more contiguous lots are owned by the same person or persons or entity, the Committee may approve the building of a residence across a side lot which separates said contiguous lots. If said approval is obtained, only one (1) residence can be built on the contiguous lots.

2.19. Concrete Garage Approach. All homes shall have concrete garage approaches of at least twenty-four (24) feet in length. The remaining portion of the driveway from the approach to the road shall be constructed of concrete or a hard surface material.

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2.20. Outbuildings. Any outbuildings approved by the Building Committee must be in harmony with the architectural style of the dwelling. Outbuildings shall be constructed of new materials that blend and harmonize with other buildings and residences within the development. Painted designer metal buildings may be permitted if approved by the Building Committee. The use of corrugated iron or galvanized iron type siding or roofing is not allowed. The maximum outbuilding size can be no larger than thirty (30) feet by fifty (50) feet by twelve (12) feet tall.

2.21. Garbage, Trash Containers and. Collections. All garbage so disposable shall be disposed of in a kitchen sink appliance installed for this purpose by each owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from streets or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection. No trash, ashes, grass clippings or other refuse may be thrown or dumped on any lot

2.22. Landscaping. Each homeowner shall keep his shrubs, trees, grass and plantings of every kind on his lot to the center of roadway neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

2.23. Speed Limits. Property owners and any other persons traveling the roadway within the addition shall operate their vehicles in a safe and reasonable manner in accordance with the rules of the road of the State of Oklahoma and all such vehicles shall be driven at speeds not exceeding 25 miles per hour when children are not present and not exceeding 10 miles per hour when children are present. No vehicle shall be permitted within the addition which produce a noise level in excess of 75 decibels at any time.

2.24. Firearms. No persons shall discharge any type of firearm in said subdivision for hunting or target practice. Fireworks and appropriate items will be permissible on national holidays as long as prudent safety practices are observed and under the supervision of a guardian or parent of legal age.

2.25. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than three (3) square feet advertising the property for sale, or rent, or signs of not more than five (5) square feet used by a builder to advertise the property during the construction and sales period. Also, no signs shall be displayed to public view on any portion of the subdivision, including street and easements, rights-of-way, for the use of any homeowner with the exception of garage sale signs which may be displayed only during the time of sale, but not to exceed seventy-two (72) hours.

2.26. Antenna Limits. No antenna shall be installed so as to be higher than four feet above the ridge line of the roof of the house on any lot. Any large satellite dish receiver shall be installed on the ground level behind the front line of the house and shall be concealed by a sight-proof fence or shrubbery. Small satellite dish receivers designed for installation on the roof or wall of a house may be installed provided that the same do not unduly protrude from the roof or wall of the house. No CB, Ham radio, two way radio or other electrical device shall be operated from any lot which interferes with the normal reception of broadcast radio or television stations by other lot owners.

2.27. Propane Tanks. Propane tanks may be buried or above ground. This does not apply to for tanks commonly used with outdoor gas grills. If the propane tank is above ground, it must be screened from view on three (3) sides by a privacy fence with the height of the fence being as tall as the propane tank. Screening with building materials such as brick, wood or vinyl

may be used with height and width of the screening no wider or taller than necessary to conceal the tank. Material or color used should be in keeping with the materials or color scheme of the dwelling. The location of the propane tank and the method of screening of the tank shall be approved by the building committee prior to the installation.

2.28. Sub-division of Lots. None of the lots in Silo Acres Addition may be further subdivided so as to create additional building sites or which would leave any lot with less acreage than that required by the State Health Department for the State of Oklahoma for water well and private septic tank system purposes.

2.29. Enforcement of Restrictive Covenants. Should the owner, tenant, or occupant of any of the lots above described violate any of the restrictive covenants or conditions herein, and thereafter refuse to correct the same and to abide by said restrictions and covenants after ten (10) days notice in writing, then, in such event, the undersigned owners, or their successors in interest to ownership of any lot described above, or the Silo Acres Homeowners Association, Inc. may institute legal proceedings in the District Court of McClain County, Oklahoma to enjoin, abate, or correct such violation, against the owner or owners of any lot causing or permitting the violation; and any owner found by said Court to be in violation of these Restrictive Covenants shall pay all damages, attorney fees, court costs, and other necessary expenses incurred by the person instituting the legal proceedings to maintain and enforce these restrictions. Any attorney's fees and court costs assessed by the court against any owner violating the terms and conditions of these restrictive covenants shall thereafter become a lien upon the lot of said owner as of the date of such judgment.' Said lien shall be enforceable in such action in the same manner as liens upon real estate, the procedure as to which is fixed by the laws of the State of Oklahoma. Any such lien for attorney's fees and court costs shall be subordinate to the lien of any mortgage filed of record prior to the filing of a Lis Pendens filed in conjunction with the commencement of such action.

2.30. Covenants Shall Run With Land. These covenants are to run with the land, and shall be binding upon all of the above named owners and any person claiming by, through or under them, until the \_\_\_ day of January, 2028, at which time said covenants shall automatically be extended for successive periods often (10) years, unless, altered, modified or deleted as provided herein. On each ten year date as set forth in this paragraph, these restrictions may be altered, modified, or deleted by an instrument filed of record which is approved by at least 60 percent of the then lot owners of said property. These covenants may be altered, modified or amended at any time by the execution and filing of an instrument of record signed by all of the owners' of the above described property. Any amendment must be recorded in the office of the County Clerk of McClain County, Oklahoma.

2.31. Partial Invalidity. The invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any of the other, provisions, which shall remain in full force and effect.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Every Owner of a Lot and the Declarant (so long as Declarant owns property adjacent to the Property) shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

3.2 The Association shall have two classes of voting membership:

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(a) *Class A.* Except for Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. Declarant shall also be entitled to one vote as an adjacent property owner using the Common Area.

(b) *Class B.* The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(c) The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof shall be cast in the manner provided for in the Articles of Association of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

(d) The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twentieth (20th) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B Membership shall be revived (and Declarant shall again be entitled to three votes for each Lot owned by Declarant) during any periods of time occurring before the (20th) anniversary of the date of the Declaration, when by reason of the annexation of Additional Land as a part of the Property additional Lots owned by Declarant exist which, when added to the other Lots then owned by Declarant, would result in Declarant having more than 50% of the votes of the Association were Declarant to have three (3) votes for each Lot owned by Declarant instead of only a single vote for each Lot owned by Declarant.

#### ARTICLE IV COMMON AREAS

4.1 Declarant shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas which is the Sign located at the entrance into Silo Acres and plants and landscaping around the sign which is subject to this Declaration, not later than the date the first Lot is conveyed to an Owner. At the time of the conveyance, the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances.

4.2 The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or maintaining the construction of improvements and the plants and landscaping around the Common Area.

4.3 The Common Areas conveyed to the Association shall be deemed property

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and facilities for the use, benefit and enjoyment, in common, of each Owner and the Declarant.

4.4 No portion of any Common Area may be used exclusively by any Owner for personal gardens or other private uses without the prior written approval of the Association.

4.5 No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

4.6 The storage of trash, ashes or other refuse except in normal receptacles is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on any Lot or any Common Area.

4.7 The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

4.8 The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

4.9 The Association shall have the following powers and duties:

(a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas.

(b) Except as otherwise provided herein, the Association shall maintain the Sign at the Entry into Silo Acres and the landscaping around the sign to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Sign at the Entry into Silo Acres and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.

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(d) The Association, at any time, and from time to time, may establish, in accordance with the Bylaws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas by Lot Owners, their guests, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Areas and other activities which, if not so regulated, might detract from the appearance of the Common Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Areas. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

(e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association and the Association shall have no obligation to provide such a system.

4.10 The Board shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees.

4.11 All records shall be kept in accordance with generally accepted accounting principles. Owners and mortgagees shall be entitled to receive, upon request, financial statements of the Association.

4.12 The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. Section 856.

## ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following provisions.

5.2 The Declarant and each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot or the property adjacent to the Property owned by the Declarant.

5.3 In furtherance of the foregoing, each Lot Owner and Declarant shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the Common Areas, and such easements shall be appurtenant to and shall pass with the title

to every Lot and the property adjacent to the Property owned by the Declarant, subject to the following provisions:

(a) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Areas.

(b) Such easements shall extend to and include both the Property and the Additional Land, together with the respective Common Areas, upon the occurrence of expansion as provided in Article II hereof as though the Property and Additional Land were both originally subject to the provisions of this Declaration.

5.4 Any damage to any Common Areas which is caused by the negligent act or the willful misconduct of any Lot Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage.

5.5 Subject to the provisions of Article II hereof each Unit Owner's undivided interest in the Common Areas shall have a permanent character. Such interest shall not be separated from the Lot to which it is appurtenant and shall be deemed to be conveyed, or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Areas shall remain undivided and no Lot Owner or any other person shall bring any action for partition.

5.6 Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

5.7 A Lot Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Areas and the facilities thereon or any part thereof, or by abandonment of his Lot.

5.8 Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

5.9 Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owner or, in a proper case, by an aggrieved Owner.

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5.10 The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association.

5.11 No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

## ARTICLE VI COVENANT FOR ASSESSMENT

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6.1 Declarant, for himself and each Lot owned by Declarant within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association a pro rata share of (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, Roadway repairs and resurfacing, such annual and special assessments and charges to be established and collected as hereinafter provided.

6.2 The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owners successors in title, unless expressly assumed by them.

6.3 The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof in the same manner as real property taxes assessed or assessable against the Lots), Roadway repairs, resurfacing and maintenance and insurance thereon.

6.4 Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$100.00 per Lot and the same amount to the Declarant for his use of the Common Area, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by percent five (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. Provided, the maximum permissible annual assessment may be increased for assessments for Roadway resurfacing and major repairs or for amounts above the five percent (5%) limitation



specified in the preceding sentence only by a Majority of Lot Owners of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

6.5 The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association. However, the necessity for and extent of any maintenance, repair and/or resurfacing needed for a Roadway shall be determined by the Majority Vote of the Owners.

6.6 In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a Majority of Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

6.7 Except as provided in Section 6.9 of this Article, and in Section 6.13 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

6.8 Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under this Article shall be sent to all members not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting.

6.9 At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

6.10 The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 2 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

6.11 The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of January of that year.

6.12 The due date under any special assessment under Section 3 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least

thirty (30) days after the date of such resolution.

6.13 The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one (1) month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto. Such roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

6.14 If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to proceedings for the foreclosure of any lien upon his Lot (including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

6.15 The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.16 In the event a mortgage on a Lot should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

6.17 To evidence the lien for unpaid assessments, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of Lot. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of McClain County, Oklahoma. Such lien for the Common Areas shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owners Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Lot, and such payment shall not be deemed a

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waiver by the Association of default by the Lot Owner.

6.18 Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-owner for his pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference to any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Lot;

(b) Judgments entered in a court of record prior to the date of Common Expense assessment;

(c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessment;

(d) Mechanics and Materialmens liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment; and

(e) Mechanics and Materialmens liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

## **ARTICLE VII REPAIR AND MAINTENANCE OF LOTS**

7.1 The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management.

7.2 In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

## **ARTICLE VIII GENERAL PROVISIONS**

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8.1 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

8.2 Anything set forth in this Article to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

8.3 Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, with postage prepaid, to Declarant at the above address or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Pickard Bros Homes, Box 58, Road, Blanchard, Oklahoma 73010

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed this 17<sup>th</sup> day of April, 2018.

PICKARD BROTHERS HOMES, LLC

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By:

Jerry L Pickard  
Jerry Pickard, Manager

STATE OF OKLAHOMA )

)ss.

COUNTY OF MCCLAIN )

Before me, the undersigned, a Notary Public in and for said County and State on this 17<sup>th</sup> day of April, 2018, personally appeared Jerry. Pickard, Manager of Pickard Brothers Homes, LLC, on behalf of the limited liability company, to me known to be the



identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

  
Notary Public

Brenda Pickard  
State of Oklahoma  
Notary Public  
Comm. # 08008203

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My Commission Expires:

8-2-20