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Tammy Reynolds - Bryan County Clerk  
State of Oklahoma



**AMENDMENT AND CORRECTION OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PECAN MEADOWS**

THIS AMENDMENT and Correction of the Declaration of Covenants, made on the date hereinafter set forth by Pecan Meadows Holding, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lots within said Pecan Meadows Phase 1, an addition to Bryan County, State of Oklahoma.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Pecan Meadows Phase 1 was filed in Book 1447 at Page 673, and

WHEREAS, Declarant is the Owner of certain property in Bryan County, State of Oklahoma, which is more particularly described as:

Pecan Meadows Phase 1 according to the recorded plat thereof in the Office of the County Clerk, Bryan County, Oklahoma, as shown on Exhibit "A" attached hereto.

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to provide for the optional creation of a property owner's association to which could be delegated and assigned the powers of maintaining and administering the common or maintained areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessment or dues and charges hereinafter created; and

WHEREAS, Declarant may incorporate under the laws of the State of Oklahoma, a non-profit corporation to be named the Pecan Meadows Homeowner's Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the properties described above be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1 "Owner" shall mean and refer to the recorded Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants.

Section 3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4 "Declarant" shall mean and refer to PECAN MEADOWS HOLDING, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the declarant for the purpose of development.

Section 5 "Architectural Control Committee" shall mean the Declarant or his assigns. David Steed and Mark Kennedy are hereby designated to act for the Declarant in all matters set forth herein.

Section 6 "Association" shall mean and refer to the Pecan Meadows Homeowner's Association, if created.

Section 7 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not limited to, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

## ARTICLE II

### ARCHITECTURAL CONTROL

Section 1 - Review No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Control Committee", which shall, as used herein, mean either (a) the Declarant, or (b) the Association when designated by the Declarant, or (c) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgment of the Architectural Control Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Control Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been full satisfied.

Section 2 - Fees No fee shall ever be charged by the Architectural Control Committee for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3 - Proceeding With Work Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

## ARTICLE III

### LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 1 - Land Classification All Lots within the existing property are hereby classified as single-family Lots, i.e., each such Lot shall be used exclusively for residential single-family dwellings not to exceed two (2) stories in height and a private garage for not more than five and not less than two automobiles. A maximum of one single-family dwelling unit may be constructed on each lot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

#### Section 2 - Building Restrictions

- (a) Minimum Residence Size No residence which contains less than 1,600 square feet of framed (heated) living space, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.
- (b) Maximum Residence Height No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two story residence shall contain not less than 1,600 square feet of framed (heated) living space.
- (c) Materials The principal exterior material of any residential structure shall consist of masonry materials (brick, rock, cast stone and stucco) and wood, shingles or other siding material (except metal paneling of any kind), which will blend together to eliminate repetitions of design. The Architectural Control Committee must approve any deviation from the above in advance.
- (d) Foundations Foundations shall be designed so as to minimize exposure of formed concrete above natural grade. No more than 10" of exposed concrete above grade will be allowed as seen from any front or side road.
- (e) Garages Garages or carports must be at least two (2) cars wide and not more than five (5) cars wide and may be attached to, detached from or built within a residence. Converting a garage into a living area is strictly prohibited.
- (f) Building Limit Lines No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the front building limit line as shown on the Plat. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side Lot line except that cornices and ornamental projections may extend two (2) feet nearer such side Lot line; such limitations being herein called the "Side Building Limit Lines".
- (g) Roofs In addition to approval of plans and specifications for the construction of a residence, all proposed roofs must be approved. Accepted roofing materials include but may not be limited to laminated architectural asphalt shingles with a 30 year warranty (no "3-tab" shingles will be allowed) or other materials approved by the Architectural Control Committee. All roofs shall

have a minimum of 8/12 pitch for the principal roof line unless the Architectural Control Committee waives this requirement.

(h) Signs and Billboards No signs or billboards will be permitted upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

(i) Detached Structures No detached structure may be used as a residence either temporarily or permanently and shall not be permitted in any easement for utilities nor be allowed to interfere with storm water drainage. All detached structures must be approved by the Architectural Control Committee and meet the following minimum requirements:

- a. Buildings shall be of new construction using new materials,
- b. Buildings will have concrete floors,
- c. Metal buildings may be constructed using new colored metal and must harmonize with the existing single family home,
- d. Building sidewalls shall not exceed 12' in height,
- e. All detached structures are to be built behind (away from either front or side streets) the primary residence,

(j) Grading and Excavation No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may affect all necessary repairs and charge the cost of the same to such Owner.

(k) Moving Existing Building Onto a Lot Prohibited No mobile homes, manufactured housing or existing structures may be moved onto any Lot from another location.

(l) Construction Period Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless delay is approved by the Architectural Committee in writing, and must be completed within one year. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent which will not be unreasonably withheld, the Developer may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.

(m) Utilities The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

(n) Easements for Installation and Maintenance of Utilities Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of drainage channels in the utility easements, or which may obstruct or retard the flow of water through drainage channels in the utility easements. The utility easement area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property-owner's maintenance association is responsible.

(o) Clothes Lines No exterior clothes dryer or clothes drying line or rack shall be erected, installed or maintained on any Lot or on any structure thereon.

(p) Brick Mail Box No house shall be constructed without a bricked in mail box unless waived by the Architectural Control Committee. Mailboxes are to be constructed of the same material as the primary residence. Each home shall have a cast stone "address block" placed either on the mailbox or front of the home.

(q) Septic Systems No leaching cesspool will be allowed on any Lot. Only Aerobic Treatment, surface evaporative type systems or gravity (tank) septic systems will be allowed and must be approved by the Architectural Control Committee prior to installation.

(r) Driveways and Sidewalks All garage exterior entrances of not less than twenty (20) feet in length must be composed of concrete. The remainder of the driveway extending to the street may be concrete, asphalt or approved gravel. All walkways from the driveway to the entry or side doors will be constructed of concrete.

(s) Paint and Stain The Architectural Control Committee must approve prior to the commencement of work any paint or stain applied to any structure, either initially or at a later date.

(t) Culverts Any culverts or drainage piping placed on any lot shall be of an appropriate diameter and length to not restrict the normal flow of runoff. Any installed drainage piping installed by the Declarant will be maintained and not removed or altered unless damage has occurred or a larger size pipe is needed.

(u) Petroleum Tanks Any lot containing liquefied petroleum (propane) tanks shall be buried or above ground tanks must be screened so that such tanks cannot be seen from the street. No other holding tanks of any kind will be allowed on any lot in the addition.

(v) Model Homes Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single-family use and will comply with all restrictions in this document.

(w) Lawns & Landscaping Prior to occupancy of a dwelling, the owner of the lot or the builder of the residence must, at its cost, install complete grass sodding on the front portion of said lot between the road and the front of the dwelling extending to each side property line. If the lot is a corner lot, the side adjacent to the street shall also be sodded between the road and the side of the dwelling. A landscape plan showing planting areas is to be submitted to the Architectural Control Committee for approval and must provide for a substantial amount of plant material that represents at least 0.05% of the total cost of construction.

(x) Fencing All fence construction must be approved by the Architectural Control Committee. No fence shall ever be constructed, erected, placed or maintained forward of the primary residence on any Lot or, in the case of corner lots, forward of the side building line of the residence. Barbed wire, metal, galvanized chain link, white wood picket with wood posts or similar fencing material is specifically prohibited except as set forth herein or approved by the Architectural Control Committee. The generally acceptable fencing is wood construction, Cedar, 6' panels with metal posts and black, plastic coated chain link fencing.

The location, type and style of all fences must be approved by the Committee and shall be of uniform construction and uniform height measured at the top of the fence. Fences shall not exceed 6' in height.

### Section 3 General Restrictions

(a) Animals No animals, fish, reptiles, or fowl, other than a reasonable number (no more than four) generally recognized as house or yard pets (dogs and cats), shall be maintained on any lot; and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Upon the request of any Owner, the Declarant or his designee, in its' sole discretion, may determine that a particular animal, fish, reptile, or fowl to be a house or yard pet, or a nuisance, or whether the number of pets on any lot is unreasonable. Horses (including miniature horses), mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pet hereunder. All pets are to be retained on a leach or within the boundaries of a fenced yard and not allowed to roam freely.

(b) Storage of Building Materials No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets.

(c) Vacant Lots No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a Vacant Lot is required to keep such lot in presentable condition or the Declarant may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein.

(d) Nuisances No noxious or offensive activity (including the burning of household trash) shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(e) Storage Tanks No tank for the storage of oil, gasoline, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the lots without the consent in writing of the Architectural Committee.

(f) Boats, Trailers, Motor Homes or Other Recreational Vehicles and Temporary Residences Boats, trailers, motor homes, or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind an approved 6-foot high sight-proof fence, and, no overnight street parking shall be permitted. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks and vans, are prohibited. Under no conditions may an inoperable vehicle be parked or stored in the driveway or side yard of any residence. No vehicle of any kind shall be allowed on unpaved portions of any Lot, except as temporarily necessary for maintenance purposes.

Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence. No garage or outbuilding on any Lot shall be used as a temporary or permanent residence or living quarters.

(g) Landscaping/Maintenance of Lawns and Plantings Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any street. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees around the home, areas along driveway and along road.

(h) Repair of Buildings and Improvements No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(i) Garbage, Trash Containers and Collections All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Control Committee. In no event shall such containers be kept or maintained in front of the dwelling, on the driveway or otherwise visible from the street except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection. The burning of trash is strictly prohibited.

(j) Clothes Drying Facilities No outside clothes drying or airing facility shall be erected, either temporarily or permanently, on any lot.

## ARTICLE IV

### GENERAL PROVISIONS

Section 1 Duration The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner(s) of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 Enforcement Should the Owner or Tenant of any block or lots or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, the Association, if such association exists, or any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The Owner of the block, lot or lots, or building site permitting the violation of such restriction or conditions shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions. Said attorneys' fees, court costs, and other expenses allowed and assessed by the Court, for the aforesaid violation or violations, shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3 Severability Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4 Amendment This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds (2/3) of the lot Owners. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Bryan County, Oklahoma.

Section 5 Right to Assign The Declarant, by appropriate instrument, may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it.



IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 14 day of February, 2018.

PECAN MEADOWS HOLDINGS, LLC

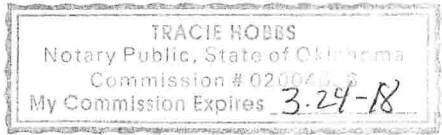
By: [Signature]  
Mark Kennedy, Manager

STATE OF OKLAHOMA )  
 )SS.  
COUNTY OF BRYAN )

The foregoing instrument was acknowledged before me this 14 day of February, 2018, by Mark Kennedy, Manager of PECAN MEADOWS HOLDINGS, LLC.

[Signature]  
Notary Public

My Commission Expires: 3-24-18



**“EXHIBIT A”**

**LEGAL DESCRIPTION – PECAN MEADOWS PHASE 1**

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY SIX (36), TOWNSHIP FIVE (5) SOUTH, RANGE EIGHT (8) EAST OF THE INDIAN BASE AND MERIDIAN IN BRYAN COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING N89°50'14"W 507.99 FEET FROM THE SOUTHEAST (SE) CORNER OF SAID EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) FOR THE TRUE POINT OF BEGINNING;  
THENCE N89°50'14" WEST 382.48 FEET;  
THENCE N00°04'29"E 514.49 FEET;  
THENCE N89°50'14"W 439.2 FEET TO THE WEST LINE OF SAID E/2 SE/4;  
THENCE N00°04'29" 544.15 FEET ALONG THE WEST LINE OF SAID E/2 SE/4;  
THENCE S89°55'56"W 1329.55 FEET TO THE EAST LINE OF SAID E/2 SE/4;  
THENCE S00°04'04"W 546.34 FEET;  
THENCE N89°50'14"W 507.99 FEET;  
THENCE S00°04'04"W 514.49 FEET TO THE TRUE POINT OF BEGINNING.  
CONTAINING 21.16 ACRES MORE OR LESS.