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**FIRST AMENDMENT TO
DECLARATION OF
CONDITIONS, RESTRICTIONS, COVENANTS AND EASEMENTS
FOR
HAWKEYE LANDING,
LOCATED IN GARFIELD COUNTY, OKLAHOMA**

THIS FIRST AMENDMENT TO THE DECLARATION ("First Amendment") by **BIXLER DEVELOPMENT L.L.C.**, an Oklahoma Limited Liability Company, having a mailing address of P.O. Box 153, Freedom, Oklahoma 73842 (the "Declarant").

RECITALS

A. Declarant owns certain 36 acres of land, more or less, located in Garfield County, Oklahoma. The tract (hereinafter called the "Original Property" or "Tract 1") consists of all of the land described on the "Final Plat" as filed of record in the Garfield County Clerk ("Final Plat") and consists of six adjacent lots (the "Declaration"). The Original Property (Tract 1) is located in Garfield County, Oklahoma, and is described on the attached Exhibit "1" and is incorporated herein for all purposes hereof.

B. The Declarant previously filed of record the Declaration on **June 21, 2022, in Book 2589, pages 703 et. Seq.** The Declarant desires to amend the Declaration as previously filed and to further subject the Entire Property (as defined below) and all of the lots (the "Lots") located within the Entire Property 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 located within the Entire Property, and any improvements constructed thereon.

C. The Declarant also owns certain real property located in Garfield County, Oklahoma, consisting of approximately 15.88 acres ("Tract 2"), which is contiguous to the Original Property (Tract 1) as described in Exhibit "1". The legal description for Tract 2 is described in Exhibit "2" which is attached hereto and is incorporated herein for all purposes hereof.

D. The Declarant also owns certain real property located in Garfield County, Oklahoma, consisting of approximately 22.36 acres ("Tract 3"), which is also contiguous to the Original Property (Tract 1) as described in Exhibit "1". The legal description for

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Tract 3 is described in Exhibit "3" which is attached hereto and is incorporated herein for all purposes hereof.

E. Declarant confirms and affirms that no ownership has changed in any of the Original Property (Tract 1) which is subject to the Declaration since the time the Declaration was originally filed of record to this date as referenced in Recital "B" above.

F. Declarant owns one hundred percent (all) of the Real Property described in Tract 2 ("Exhibit 2) and Tract 3 ("Exhibit 3"), and as of the date hereof, there are no other owners of record in Tract 1, Tract 2 or Tract 3.

G. Section 5.3.1 of the Declaration expressly provides and permits the following:

5.3.1. The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Declaration are compiled with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown and described in the Final Plat.

H. Declarant desires to subject the Original Property (Tract 1) and all of Tract 2 and Tract 3 to the Covenants, Conditions and Restrictions set forth herein, which are for the purpose of protecting the value and desirability of Tract 1, Tract 2 and Tract 3, and the lots located therein, and any improvements constructed thereon. For convenience purposes only, Tract 1, Tract 2 and Tract 3 may collectively be referred to as the "Entire Property".

I. The Declarant also desires to make certain amendments to the Declaration as filed of record as set forth below, and that all provisions contained in this First Amendment shall control over any contrary or inconsistent provisions contained in the Declaration as originally filed on **June 21, 2022, in Book 2589, pages 703 et. Seq.**

J. All of the property located within the Entire Property (Tract 1, Tract 2 and Tract 3) have been "platted", thereby creating separate and distinct lots ("Lots") in each Tract.

K. Except for as amended herein, the Declaration as originally filed remains of full force and effect.

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FIRST: A copy of the file-stamped Declaration as filed on **June 21, 2022, in Book 2589, pages 703 et. Seq.**, in the Garfield County Clerk's Office is attached hereto as Exhibit "4" and is incorporated herein for all purposes hereof. Except as amended herein, the Declaration shall be of full force and effect against the Entire Property (Tract 1, Tract 2 and Tract 3), and shall run with the land and bind the Entire Property (Tract 1, Tract 2 and Tract 3) and shall be enforceable by Declarant and any Lot owner.

SECOND: Section 4.1.11 as contained in the original filed Declaration is hereby deleted in its entirety, and the same is replaced with a new Section 4.1.11 as follows:

4.1.11. The structural foundation and driveway for each Lot shall be composed of concrete or rock, or any combination thereof. Each driveway shall have a minimum width of twenty feet (20').

THIRD: Section 4.1.6 as contained in the original filed Declaration is hereby deleted in its entirety, and the same is replaced with a new Section 4.1.6 as follows:

4.1.6. Any animal may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. All such animals must be kept within a fenced area, and are not permitted to run free within the Property.

FOURTH: Section 4.1.12 as contained in the original filed Declaration is hereby deleted in its entirety, and the same is replaced with a new Section 4.1.6 as follows:

4.1.12. The principal first floor material, other than glass, of the exterior of each wall of any dwelling Structures shall be Fifty percent (50%) brick, stone, stucco or reasonable equivalent. Wood or other durable material may be used on all the second and other stories. Detached structures such as storage buildings shall be architecturally and structurally compatible with the primary dwelling structure and composed of the same primary exterior wall and roofing material as the primary structure.

FIFTH: Declarant hereby declares that all of the Entire Property (Tract 1, Tract 2 and Tract 3) 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 agrees to be in the furtherance of a general plan and scheme for the use of Lots, and all of which are declared and established for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Entire Property. All of said limitations, covenants, conditions, reservations, liens, charges and restrictions are hereby established and imposed upon the

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Entire 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 all of the subject Lots, the Entire Property, or any portion or portions thereof. All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Entire Property or any part thereof whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

SIXTH: EXCEPT as amended by this First Amendment, the Declaration as originally filed on June 21, 2022, in Book 2589, Page 703 et seq. shall remain of full force and effect against the Original Property (Tract 1, as described in Exhibit "1").

SEVENTH: The Declaration (Exhibit "4") as originally filed on June 21, 2022, in Book 2589, Page 703 et seq., as amended by this First Amendment, shall be of full force and effect against Tract 2 (as described in Exhibit "2") and Tract 3 (as described Exhibit "3").

EXECUTED this ____ day of October, 2025.

BIXLER DEVELOPMENT L.L.C.

By: _____

Matt Bixler, Manager
also known as Matthew Bixler

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ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of October, 2025, personally appeared **Matt Bixler, also known as Matthew Bixler**, to me known to be the identical person who executed the within and foregoing instrument as **Manager of Bixler Development L.L.C.**, 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

My Commission Expires: _____

Commission No.: _____