

**DECLARATION OF
CONDITIONS, RESTRICTIONS, COVENANTS AND EASEMENTS
FOR
HAWKEYE LANDING,
AN ADDITION IN GARFIELD COUNTY, OKLAHOMA**

THIS DECLARATION dated the ____ day of ____ 2022, 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 36 acres of land, more or less, located in Garfield County, Oklahoma. The tract (hereinafter called the "Property") consists of all of the land described on the "Final Plat" of Hawkeye Landing, as recorded on _____[date] at Book _____, Page _____, of the records of the Garfield County Clerk ("Final Plat") and consists of six adjacent lots.

B. The Declarant desires to subject the Property and the lots (the "Lots") located therein 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 Property, and any improvements constructed thereon.

ARTICLE I

DEFINITIONS

1.1 "Declarant" means Bixler Development L.L.C., an Oklahoma Limited Liability Company, and Declarant's successors and assigns.

1.2 "Declaration" means this instrument, together with such amendments to this instrument as may hereinafter from time to time be lawfully made.

1.3 "Lot Owners(s)" or "Owner(s)" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. The term "Lot Owner(s)", shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot.

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

1.5 "Property" means all of the land described on the "Final Plat" of Hawkeye Landing, as described above.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1

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 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 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. 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 Property or any part thereof whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

ARTICLE III

PRIVATE ACCESS ROAD AND EASEMENT

SECTION I

3.1.1. The easement is a thirty (30) foot easement ("Easement") measured from the western edge of each Lot as shown in the Final Plat. Each Lot shall have a permanent and continuing easement for the benefit of each Lot Owner, and each Lot Owner's successors, representatives, assigns, independent contractors and invitees whether for pedestrian or vehicular traffic within the easement.

3.1.2. The private access road access road within the Easement shall be a paved road, at least twenty-five (25) feet in width, and kept in a condition suitable for automobile use at all times. The Easement area on each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release such easements.

3.1.3 No Lot Owner shall be responsible for the costs of repair or maintenance of areas of the private access road that are present on another Lot Owner's property, except and unless a Lot Owner negligently or intentionally causes damage to the parts of the private

access road on another Lot Owner's property. Should a Lot Owner fail to properly maintain the section of the private access road on its own Lot, any other Lot Owner may make a written demand that repair be made. Should the Lot Owner not make a reasonable repair as required by this Declaration, the demanding Lot Owner or Lot Owners may make the reasonable repair and be entitled to reimbursement of their costs from the Owner of the Lot upon which repairs were made.

3.1.4. The material used for the paving and maintenance of the road shall be as follows: native soil built up to final elevation and compacted, with Calcite rock 5" thick throughout length of Hawkeye Lane.

3.1.5. No Lot Owner shall erect or place, or permit the erection or placement of, any additional post, sign, wall, fence, gate, or other obstruction on the Easement or in relation to the Easement that would prevent or unreasonably hinder the free flow of pedestrian and vehicular traffic over and across the entire Easement for the purpose intended herein. Notwithstanding the foregoing, Lot Owners shall cooperate in using the Easement so that there shall be no obstruction of, or unreasonable interference with, the beneficial use and enjoyment of the Easement by neighboring Lot Owners.

SECTION 2

3.2.1 Nothing contained herein shall be deemed to be a dedication of the Easement as a public street or right-of-way. In the event the Lot Owners desire to dedicate the Easement to a municipality or government entity, all Lot Owners shall execute and deliver such approvals, consents or easements as may be required to cause the acceptance of any dedication for use as a public street.

ARTICLE IV

USE AND BUILDING RESTRICTIONS, REQUIREMENT OF APPROVAL FROM DECLARANT

4.1.1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, above aground, single family dwelling house not to exceed two stories in height.

4.1.2. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum front building setback line of eighty feet (80') ("front setback line"); nor any nearer to any side property line than twenty-five feet (25') ("side setback line"); nor any nearer to the rear (or East) line than fifty feet (50') ("rear setback line") for any Lot.

4.1.3. Lot perimeter fences, shall not exceed six feet six inches in height, wood fencing shall have a dog-eared top, and shall not impede surface drainage. All Lot perimeter fences facing any street shall have the facing side of the fence facing the street. All garages must be attached to the structure.

4.1.4. Above-ground-level swimming pools must be placed in the rear lot and not be visible from the Easement.

4.1.5 The area of the dwelling house exclusive of one story open porches and garages, shall not be less than 2100 square feet.

4.1.6. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets ("Pets") may be kept on a Lot 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 Pets must be kept within a fenced area or on a leash, and are not permitted to run free within the Property.

(a) The only exception to the species of animal restrictions set forth above shall be chickens. Chickens may be kept in a contained area with a coop. Any structures for the containment of chickens shall be erected in such a manner that they are not a nuisance and not visible from the Easement. Lot Owners shall not keep or house chickens within 50 feet of any property line. Any chicken coops or containment areas must be housed behind the primary residence structure, and concealed from the view of the Easement by fence or other structure. In no circumstance shall Lot Owners permit their chickens to run free within the Property.

4.1.7. No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

4.1.8. Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be sodded and mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

4.1.9. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No vehicles of any kind or nature shall be parked on the street or on any Lot except in designated parking areas or driveways except as in the case of commercial vehicles as stated below. No boats, trailer, pick-up campers or recreational vehicles shall be parked or stored on the Easement, or on any Lot except in a garage or parked on the rear areas of the driveway, behind the building line, and concealed from the street. No commercial vehicles shall be parked on the Easement or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

4.1.10. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

4.1.11. The structural foundation and driveway for each Lot shall be composed completely of concrete. Each driveway shall have a minimum width of twenty feet (20').

4.1.12. The principal first floor material, other than glass, of the exterior of each wall of any dwelling Structures shall be Seventy percent (70%) 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.

4.1.13. Roofs shall be composite shingle roofing or standing seam metal roofing. Composite shingle roofing material shall be rated a minimum of 40-year life with weathered wood look. The minimum roof pitch allowed for any section of the roof structure shall be 8 inches of rise to 12 inches of run (8:12) or more, unless otherwise approved in writing by the Declarant.

4.1.14 No structure with a footprint greater than 100 square feet shall be constructed or begin construction without prior approval of the Declarant. Prior to initiating construction of a structure with a footprint greater than 100 square feet, a Lot Owner must submit their plans and specifications for review by the Declarant. So long as the Lot Owner's plans and specifications for their structure meet the restrictions and requirements set forth herein, Declarant will approve such plans. Declarant shall have no more than fifteen (15) days to review the plans and specifications submitted by a Lot Owner. Should Declarant deny any submission for the construction of a structure, Declarant must notify the Lot Owner in writing of the reason for denial.

ARTICLE V GENERAL PROVISIONS

SECTION 1

5.1.1. Invalidation of any one of the provisions, of this Declaration by judgment or court order shall not affect any other provision, covenant or restriction of this Declaration; all of which shall remain in full force and effect.

SECTION 2

5.2.1. All the provisions of this Declaration shall run with and bind the Property and shall be enforceable by Declarant and any Lot Owner.

5.2.2. The Declarant or any Lot Owner shall have the right to enforce by any proceeding at law or in equity all provisions of this Declaration. Failure by the Declarant or any Lot Owner to enforce any such provision covenant or restriction of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

5.2.3 Captions and headings contained this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration, or of any provision, covenant or restriction hereof.

5.2.4. The construction, interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

SECTION 3

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 complied 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.

EXECUTED this day hereinabove first written

BIXLER DEVELOPMENT L.L.C.

By: _____
Matt Bixler, Manager
also known as Matthew Bixler

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2022, 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.: _____