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Pam Beller - McClain County Clerk
State of Oklahoma

✓ By SS, Deputy
Return to: GACD

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CASHTON CREEK ESTATES SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION dated August 1st, 2013, by Brett C. Adkins and Tina R. Adkins, husband and wife, (the Declarant).

- A. Declarant owns a tract of land, located in McClain County, Oklahoma. The tract (herein after called the "Property") consist of all of the land described on Exhibit "A" attached hereto and made a part hereof which had been platted into an addition, on the subdivision plat entitled "Cashton Creek Estates, being a subdivision of a part of the NE4 of Section 28, Township 8 North, Range 3 West of the I.M., McClain County, Oklahoma," recorded in Book 2084 at Page 900 in the office of the County Clerk of McClain County, Oklahoma.
- B. Declarant desires to subject the Property, and the lots located therein, to the covenants, conditions, restrictions and easements set forth below which are for the purpose of protecting the value and desirability of the Property and the lots.
- C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

ARTICLE I. COVENANTS, CONDITIONS AND RESTRICTIONS

- 1) Lots in this sub-division shall be residential lots, and all building erected thereon shall be one family private dwelling houses and the necessary out buildings. All dwelling houses permitted on the premises shall be used as private residence only. No trailers, basement, tent, shack, garage, barn or other out buildings erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All dwelling houses must be completed prior to

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occupancy. Each dwelling must have a minimum of at least a three (3) car attached garage for each dwelling.

- a) Real estate sales, management and construction offices may, with the prior written consent of Declarant, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sales of any part of the Property, or of improvements now or hereafter erected thereon.
 - b) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior consent of Declarant, be used for a playground, nonprofit community swimming pool, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non-commercial vehicles while the passengers are using or attending any of the above activities, and for usual purposes incidental to the foregoing.
- 2) No personal residence, building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected, or maintained on the property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, additions or alteration shall have been submitted to and approved in writing by Declarant. Declarant shall consider applications for approval of plans, specifications, materials used, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials, harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition or alteration on the use, enjoyment

and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic value of the surrounding area. All outbuildings on any such lot shall have a concrete foundation and be of new construction and architectural type similar to the residence on the lot and constructed of material to match the general character of the residence. Square footage and roof pitch will be looked at on a case by case basis to ensure that it will not cause a nuisance to any neighboring house. No structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built on any building lot in the above-described subdivision. All outbuildings must contain at least thirty percent (30%) brick or masonry. The only other approved material is R panel Galvalume 25 year in the colors of dark tan, dark gray, and black. Other colors may be approved by Declarant as new colors come out.

- 3) Any improvements erected, placed, altered or permitted to remain on any Lot shall be set back not less than fifty (50) feet from the front property line and not less than fifty (50) feet from the rear property line and twenty (20) feet from the side lot line. Where to adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where approved by Declarant shall not exceed seventy-two (72) inches in height and shall not impede surface drainage. Privacy enclosures of open patios, swimming pools or garden courts where approved by Declarant may not exceed eight-four (84) inches in height if allowed by Declarant.
- 4) No dwelling house shall be permitted on any Lot whose ground floor area, exclusive of one story open porches and garages, which is less than 2400 square feet for a dwelling house with one story, and not less than 1600 square feet on the ground floor of a two (2) story dwellings, with a total of not less than 2400 square feet.
- 5) No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structures erected thereon, except that no more than two dogs, two cats, 1 horse, 6 chickens (not all the above) 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. These numbers are based on a 2 acre lot.

- 6) No business, trade or chemical activity shall be carried on upon any Lot. 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.
- 7) Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.
- 8) No owner of a lot may park any vehicle temporarily or permanently on any street within the subdivision. No automobile, truck, trailer, mobile home, or other vehicle of any nature shall ever be temporarily or permanently parked or located or otherwise maintained, repaired or serviced, for a period of more than 24 hours, forward of the 50 foot front and side set-back restriction 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 owner's guest or invitees. No commercial vehicles shall be parked on any street longer than is reasonable necessary for the driver thereof to perform the business functions in which the commercial vehicle relates. Boats, trailers, motor homes, trucks in excess of $\frac{3}{4}$ tons and other vehicles which are not normally used as daily transportation may be kept on the premises provided that they are totally concealed from the street and adjoining lots.
- 9) All land within 15 feet of the edge of any road shall be used only for lawns, driveways, and walks; and no fences shall be located closer than 40 feet to the edge of the road. No signs, billboards, or advertising devices on any kind, except those used in subsequent sale of any lot, shall be placed or otherwise installed on any lot or building on any lot.
- 10) No outside television or radio antenna shall be erected, installed, or maintained on any Lot, or any Structures thereon, except that outside television or radio antenna not more than 35 feet in height shall be permitted on the roof or chimney of a dwelling house.

- 11) The front yard of each Lot shall be kept only as a lawn, including trees, flowers, and shrubs (No gardens of any type). No trees or shrubs shall be located on any Lot which blocks the view of operators of motor vehicles so as to create a traffic hazard. No fences shall be constructed except after approval and review by Declarant, and all fences shall be designed and constructed so as to be compatible with the neighborhood. All fences shall be constructed of wooden 3 or 4 rail fence, cupped stained wooden stockade or pipe. Vinyl pipe will be black only. Wooden fencing will be wooden surface only, not painted, and stained. All stain must be approved by Declarant prior to staining and must be stained within 7 days of completion. Rot iron with stone or brick pillars similar to residence. No chain link fences shall be permitted. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision.
- 12) All septic tanks and lateral lines must conform to minimum State regulations and shall be constructed in accordance with the recommendations of the Department of Environmental Quality. Prior to covering any septic tank system, the owner must obtain and pass inspection from the Health Department. No septic system tank may be constructed on one lot which would interfere with the property drainage either on the lot of the owner, or any other lot. Lagoon systems are not permitted.
- 13) Drainage as originally established in the development plan for the Property shall be maintained by the owner. Each Owner of a Lot shall take all steps necessary to prevent the erosion of said Lot including, but not limited to, the planting and maintaining of grass or ground cover or the construction of retaining walls.
- 14) Further, each owner of a lot which adjoins or is adjacent a pond or creek shall take actions and perform all maintenance work necessary to control erosion, including, but not limited to the planting and maintaining of grass, shrubbery or ground cover and the construction and installation of landscape timbers and retaining walls. All retaining walls and landscape timbers must be approved in writing by the Declarant prior to construction.
- 15) Declarant is not responsible for mail service to the Property. In the event other than a cluster mail box is permitted by the U. S. Postal Service, the location of mail boxes shall be

approved in advance by Declarant. Any approved constructed mailbox will be enclosed brick or stone structure.

- 16) All garbage cans are to be fully screened from view from streets and shall not be visible from neighboring property except during collection times and then only for the shortest time necessary to effectuate said collection. The burning of garbage is not permitted.
- 17) All structures must be so situated that parking space for at least three (3) automobiles will be available on a paved surface, and a minimum of a three (3) car garage will be constructed with each dwelling unit. No carports will be allowed. No garage shall be used or converted into a residence. All homes shall be constructed with concrete garage approaches of at least twenty-four (24) feet in length. The remaining portion of the driveway from approach to road easement shall be of concrete or asphalt. All garages must face the side or back of the residence.
- 18) No trailer, mobile home, tent, shack, stable, bar or other outbuilding shall be used as a temporary or permanent residence. Except that a fifth wheel or RV may be approved with a permit from Declarant for use only during the construction of a house but limited to one (1) year. No structure may be removed from another area and relocated or reconstructed on a lot. All dwellings shall be constructed of new materials. Move-in houses, which include 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 structures except necessary outbuildings.
- 19) No building materials will be placed on any Lot until construction is to begin on such Lot and construction of any structure will be completed within one (1) year from the date construction commences. All outside walls of dwellings will be at least seventy percent (70%) brick or masonry. The exterior walls of all dwellings will be constructed within six inches (6") dropped brick or masonry ledges and excavated footings in area where exterior concrete will adjoin brick or masonry. Roofing materials will consist only of twenty-five year Timberline shingles or better or other material specifically approved by Declarant. All roofs must have a minimum 10/12 pitch. All vent pipes will be of minimum height and will be of such materials or color to harmonize with the roof.

- 20) No drilling or exploration for oil, gas or other minerals or for water shall be permitted without the prior written consent of Declarant.
- 21) No rearranging, re-subdividing or replatting of the Existing Property shall occur, except with the written consent of the Declarant.
- 22) Covenants, conditions and restrictions numbered 1 through 21 above (the Covenants) shall run with and bind the Property and shall be enforceable by Declarant and by the owners of all or any portion of the Property until the 20th anniversary of the date of this Declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of 60% percent of the Lots which are then subject to the Covenants and recorded in McClain County, Oklahoma, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the property, Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in McClain County, Oklahoma, and upon recordation thereof the grantee or grantees of such right and powers shall thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon Declarant by this Declaration.
- 23) Should the owner, tenant, or occupant of any of the lots above described violate any of the restrictive covenants or conditions herein, and thereafter refuses to correct the same and 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 of ownership of any lot described above, may institute legal proceedings in the District Court of McClain County, Oklahoma, to enjoin, abate, or correct such violations, 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 cost, and any other necessary expense incurred by the person instituting the legal proceedings to maintain and enforce these restrictions. Any attorney's fees and court cost assessed by the

court against any over violation and 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 other liens upon real estate as provided by the laws of the State of Oklahoma.

ARTICLE II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by Declarant over the front, side and rear 15 feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains, No Structure, planting or other material shall be placed or permitted or remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each Lot, except for those 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 the other language purports to convey Declarants 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 the easements.
2. Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground line, with the appurtenances necessary thereto, for public utilities or quasi-public

utilities, or to grant such other licenses or permits as Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts, open spaces and easement area reserved in Paragraph 14 of this Declaration. Declarant further reserves to itself, Declarant's successors and assigns the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easements shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Declarant.

ARTICLE III. GENERAL PROVISIONS

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 the Declaration not be construed or considered as a scheme for the development of any land other than that shown of the Plat or hereafter subjected to this Declaration in the manner described in this Paragraph.
2. Declarant shall have the right, by instrument duly recorded in McClain County, Oklahoma which need only be signed by Declarant and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration if the modification is required by the Veterans Administration or any successor agencies thereto or any Lot thereon for federally approved mortgage financing purposes under applicable Veteran Administration, Federal Housing Administration or similar programs, and the consent to the modification by and Lot owner or the holder of any mortgage or lien on such owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by Declarant.

3. The invalidity of any of the provisions of this Declaration shall not affect and of the other provisions, all of which shall remain in full force and effect.
4. Each conveyance of a Lot, or of any interest in the Lot, by Declarant, its successors or assigns shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

EXHIBIT "A"

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Fee: \$ 35.00 Doc: \$ 0.00
Pam Beller - McClain County Clerk
State of Oklahoma

PROPERTY DESCRIPTION

A TRACT OF LAND OUT OF THE NORTHEAST QUARTER (NE/4) OF SECTION 28-T8N-R3W
McCLAIN COUNTY, OKLAHOMA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE NE/4 OF SECTION 28-T8N-R3W
THENCE S 00°02'42" W ALONG THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 817.00 FEET.
THENCE S 89°5 1'30" W FOR A DISTANCE OF 1674.83 FEET.
THENCE S 00°08'29" E FOR A DISTANCE OF 60 FEET.
THENCE S 89°51 '30" W FOR A DISTANCE OF 153.27 FEET.
THENCE S 00°08'29" E FOR A DISTANCE OF 1068.60 FEET.
THENCE S 89°51 '30" W FOR A DISTANCE OF 30 FEET.
THENCE S 00°08'29" E FOR A DISTANCE OF 547.72 FEET.
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60 FEET
A CHORD BEARING OF S 15°08'29' E, A CHORD DISTANCE OF 115.91 FEET
AND A ARC LENGTH OF 157.08 FEET.
THENCE S 00°08'29" E FOR A DISTANCE OF 36.69 FEET TO A POINT
ON THE SOUTH LINE OF THE NE/4 OF SECTION 28-T8N-R3W
THENCE S 89°54'43" W ALONG THE SOUTH LINE OF THE NE/4 FOR A DISTANCE OF 836.44 FEET
TO THE SW CORNER OF THE NE/4 OF SECTION 28-T8N-R3W,
THENCE N 00°08'29" W ALONG THE WEST LINE OF THE NE/4 FOR A DISTANCE OF 2641.19 FEET
TO THE NW CORNER OF THE NE/4, THENCE N 89°51 '30" E ALONG THE NORTH LINE OF THE
NE/4
FOR A DISTANCE OF 2667.19 FEET TO THE POINT OF BEGINNING, CONTAINING 84.92 ACRES,
3699059.98 SQ. FT.
MORE OR LESS.

