

84°14'16" East along said road a distance of 83.02 feet to the East line of the SE1/4 of Said Section 27; thence South 00°20'09" East along the East line of the SE1/4 a distance of 541.96 feet to the center of LOWRIE LOOP ROAD; thence South 55°34'39" West along said road a distance of 69.64 feet; thence South 49°15'24" West along said road a distance of 41.48 feet; thence South 36°11'39" West along said road a distance of 22.39 feet; thence South 25°12'59" West along said road a distance of 46.87 feet; thence South 16°04'43" West along said road a distance of 102.68 feet; thence South 05°20'43" West a distance of 72.42 feet to the South line of the NE1/4 SE1/4; thence North 89°53'15" West along the South line of the NE1/4 SE1/4 a distance of 1161.54 feet to the Southwest corner of the NE1/4 SE1/4; thence South 00°17'05" East along the East line of the SW1/4 SE1/4 a distance of 365.99 feet to the center of State Highway 144; thence North 67°33'04" West along the center of said highway a distance of 63.68 feet; thence North 69°13'11" West along the center of said highway 393.68 feet; thence North 66°24'39" West along the center of said highway a distance of 977.93 feet to the POINT OF BEGINNING; (containing 65.16 acres)

AND

All that part of the NW1/4 SW1/4 of **SECTION 26, TOWNSHIP 1 NORTH, RANGE 24 EAST** of the Indian Base and Meridian, LeFlore County, Oklahoma, described as: Begin at the Northwest corner of the NW1/4 SW1/4 of said Section 26; thence South 00°20'09" East along the West line of the NW1/4 SW1/4 a distance of 479.77 feet to the POINT OF BEGINNING; being the center of LOWRIE LOOP ROAD; thence South 84°14'16" East along said road a distance of 77.30 feet; thence South 46°52'14" East along said road a distance of 57.79 feet; thence South 42°56'44" West along said road a distance of 45.11 feet; thence South 26°04'53" West along said road a distance of 47.95 feet; thence South 02°13'24" West along said road a distance of 53.43 feet; thence South 09°17'54" East along said road a distance of 98.38 feet; thence South 02°16'15" West along said road a distance of 115.16 feet; thence South 13°06'00" West along said road a distance of 69.80 feet; thence South 28°58'29" West along said road a distance of 60.97 feet; thence South 41°25'38" West along said road a distance of 42.31 feet to the West line of the NW1/4 SW1/4; thence North 00°20'09" West along the West line of the NW1/4 SW1/4 a distance of 541.96 feet to the POINT OF BEGINNING. (containing 0.86 acre)

The real property described above is hereinafter referred to as "the Property".

BILLY D. PACKWOOD does hereby certify that the Property has been divided into Lots numbered 1 through 28 of LITTLE EAGLE CREEK NORTH DEVELOPMENT (the "Subdivision"), a plat of survey for which was recorded on September 26, 2022 in Book Number 2201 at Page 737 in the records of the office of the County Clerk of LeFlore County, Oklahoma. BILLY D. PACKWOOD does intend to sell the lots of said subdivision subject to the conditions and restrictions hereinafter named. However, no lots have been sold from said LITTLE EAGLE CREEK NORTH DEVELOPMENT and as such said BILLY D. PACKWOOD is the 100% owner of said real property described above and has the authority to amend, delete or replace any prior dedication, restrictive covenants, etc. and to dedicate, impress covenants, etc. as the sole and only owner of the above-described real property.

Further, it is acknowledged that the "OWNERS CERTIFICATE, DEDICATION AND PROTECTIVE COVENANTS - LITTLE EAGLE CREEK NORTH DEVELOPMENT" recorded on September 26, 2022 in Book Number 2201 at Page 738 in the records of the office of the County Clerk of LeFlore County, Oklahoma, was executed by LITTLE EAGLE CREEK NORTH, LLC which is a limited liability company who's manager is said BILLY D. PACKWOOD and said BILLY D. PACKWOOD is the sole owner of 100% of the units of LITTLE EAGLE CREEK NORTH, LLC and said BILLY D. PACKWOOD does execute this document in his individual capacity as the sole owner of the real property described above and as the manager and sole owner of LITTLE EAGLE CREEK NORTH, LLC to show the consent and ratification of this document and all that is contained therein on behalf of LITTLE EAGLE CREEK NORTH, LLC.

Previously, on September 26, 2022 in Book Number 2201 at Page 738 in the records of the office of the County Clerk of LeFlore County, Oklahoma, an "OWNERS CERTIFICATE, DEDICATION AND PROTECTIVE COVENANTS - LITTLE EAGLE CREEK NORTH DEVELOPMENT" was filed. This document, being titled "OWNERS CERTIFICATE, DEDICATION, DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR *LITTLE EAGLE CREEK NORTH DEVELOPMENT*, LEFLORE COUNTY, OKLAHOMA" replaces, in full, the "OWNERS CERTIFICATE, DEDICATION AND PROTECTIVE COVENANTS - LITTLE EAGLE CREEK NORTH DEVELOPMENT" recorded on September 26, 2022 in Book Number 2201 at Page 738 in the records of the office of the County Clerk of LeFlore County, Oklahoma. In other words the "OWNERS CERTIFICATE, DEDICATION AND PROTECTIVE COVENANTS - LITTLE EAGLE CREEK NORTH DEVELOPMENT" recorded on September 26, 2022 in Book Number 2201 at Page 738 in the records of the office of the County Clerk of LeFlore County, Oklahoma, is hereby withdrawn and is no more and this document, being titled "OWNERS CERTIFICATE, DEDICATION, DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR *LITTLE EAGLE CREEK NORTH DEVELOPMENT*, LEFLORE COUNTY, OKLAHOMA" replaces, in full, the "OWNERS

CERTIFICATE, DEDICATION AND PROTECTIVE COVENANTS - LITTLE EAGLE CREEK NORTH DEVELOPMENT” recorded on September 26, 2022 in Book Number 2201 at Page 738 in the records of the office of the County Clerk of LeFlore County, Oklahoma.

FURTHER, the document titled “BYLAWS OF LITTLE EAGLE CREEK NORTH HOMEOWNERS ASSOCIATION” dated September 26, 2022 and recorded in Book 2201 at Page 742 in the office of the LeFlore County Clerk is hereby withdrawn, deleted, terminated and shall have no force or effect whatsoever. No homeowners association has been established for “LITTLE EAGLE CREEK NORTH DEVELOPMENT” and no homeowners association is contemplated at this time. In the event that the owner(s) of the Lots in said “LITTLE EAGLE CREEK NORTH DEVELOPMENT” seek to establish a homeowners association in the future, then such efforts must follow applicable law. This document does not provide for a homeowners association, but does not prohibit a homeowners association in the future if the owner(s) of the Lot(s) in the development desire to do so in compliance with applicable Oklahoma Law.

THEREFORE, for the purpose of providing an orderly development of Property, the plat that was recorded with the LeFlore County Clerk on September 26, 2022 in Book 2201 at Page 737 is hereby fully adopted, with all provisions set out therein, including, but not limited to the dedication of roadway(s), easement(s), etc. In other words said plat is fully adopted and incorporated herein by this reference.

THEREFORE, For the purpose of providing an orderly development of Property, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of all present and future owners of the Property, the following restrictions and reservations are hereby imposed upon all Subdivision lots reflected in the plat that was recorded with the LeFlore County Clerk on September 26, 2022 in Book 2201 at Page 737 (which lots may be collectively referred to herein as “Lot or Lots”):

These Restrictive Covenants are perpetual in nature.

DEFINITIONS

For purposes of this declaration, certain words and terms are hereby defined:

1. **Accessory Building:** Separate building or buildings located on the same Lot and which are incidental to the dwelling.
2. **Building Area:** The portion of a Lot within which the construction and maintenance

of dwellings and accessory buildings are permitted.

3. Dwelling: The main building on a Lot to be designed for and used exclusively for a residence and to be occupied exclusively by a single family.
4. Ground Floor Area: That portion of a dwelling which is built over a basement or foundation above surrounding grade, but not over any other portion of the dwelling.
5. Lot: Any divided portion of the property described above as shown on the attached description made a part hereof.
6. Survey: The description reflected in the plat that was recorded with the LeFlore County Clerk on September 26, 2022 in Book 2201 at Page 737, which is the same as the legal description set out above.
7. Future Survey: Any survey conducted by any party associated with the property at any time later than September 26, 2022.
8. Lot Owner: The individual or entity which is the owner of record of that particular Lot.

COVENANTS

I. FUTURE SURVEYS AND SUB-DIVIDING OF LOTS

- a. All future surveys must have the same beginning point and Basis of Bearing as the description, which is set out above.
- b. Sub-dividing of Lots in LITTLE EAGLE CREEK NORTH DEVELOPMENT shall not be permitted.

II. ALLOWABLE STRUCTURES:

- a. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than single-family dwellings, a private garage, barn, or shed which shall be for the sole use of the Lot owner.
- b. Each Lot may contain up to two single-family dwellings.
- c. Mobile homes, trailer homes and shipping containers are strictly prohibited.

III. MINIMUM DWELLING - QUALITY AND SIZE:

- a. All buildings shall be of quality construction and workmanship.
- b. All buildings erected on any Lot shall be constructed of high-quality materials, such as wood, stone, rock, metal or steel. This provision shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building.
- c. The total floor area above the surrounding grade for the main structure, exclusive of open porches, shall be not less than 500 square feet for any single-family dwelling.

IV. BUILDING AND EASEMENT LOCATIONS:

- a. Roadway Easement: There shall be common easement(s) for private roadway(s) to provide ingress and egress for owners of property as shown on the survey. The easement(s) shall be as shown on the survey.
- b. Utility Easement: There shall be utility easement(s) on each Lot as shown on the survey
- c. Building Set-Back: No permanent structure shall be permitted on or within 15 feet of any property line, except that a fence may be constructed along any property line.
- d. Placement, construction, and alterations of buildings and fences and planting of vegetation shall be designed and located to minimize the interference of the reasonable view to all owners.

V. EASEMENTS:

- a. Easements for installation and maintenance of public and/or private utilities and drainage facilities are herein reserved as noted on the recorded survey and in Section "Building and Easement Locations" of these Restrictive Covenants.
- b. No structure, vegetation/planting, or other material shall be placed or erected over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities, or which may cause the direction of drainage to change.
- c. The easement area within each Lot and improvements thereon shall be maintained by the owner of the Lot, except those for which a public authority or utility company is responsible.

VI. ALTERATIONS OF NATURAL TERRAIN:

- a. No plantings or removal of vegetation may be commenced on any Lot unless said activity is designed and located to minimize the interference of the reasonable view to all owners.
- b. Perimeter fencing shall be unobtrusive and not obstruct the views of other landowners.
- c. After construction, no excavation for the construction of improvements, including landscaping shall be permitted unless said excavation does not substantially alter the drainage or flow of water effecting neighboring Lots.

VII. DILIGENCE DURING CONSTRUCTION:

- a. The construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction substantially completed.
- b. Construction shall be completed no later than two years from commencement.
- c. No building under construction shall be occupied during the course of the original exterior construction or until made to comply with these Restrictive Covenants.
- d. No excavation except as is necessary for the construction of improvements shall be permitted and any such excavation shall not substantially alter the drainage or flow of water effecting neighboring Lots.

VIII. TEMPORARY STRUCTURES and MOBILE HOMES:

- a. No structure of a temporary character shall be permitted upon any Lot except as may be necessary during construction of dwellings and accessory buildings. However no mobile home shall be allowed during construction.
- b. No mobile home may be placed on any Lot for any reason whatsoever including for use during construction.
- c. After completion of construction of a single-family dwelling, a travel trailer or recreational vehicle may be kept on the property for personal use only if the travel trailer or recreational vehicle meets these conditions: It must be on inflated tires and it must be in mechanical operating condition. It cannot be occupied as a dwelling while parked on the Lot for more than Nine days per month.

IX. LIVESTOCK AND POULTRY:

- a. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, with the exception that each Lot is allowed up to 12 chickens (*with the chicken coop to be located no closer than 30 feet from the property line*). No roosters are allowed. No other type of fowl or poultry of any kind are allowed.
- b. All animals shall be kept fenced in and not be allowed to roam onto other landowner's property.
- c. House pets are allowed and shall be kept fenced in and not be allowed to roam onto other landowner's property.

X. COMMERCIAL BUSINESS:

- a. No commercial or business operations with onsite sales, or employees which are not residence of the property shall be allowed.
- b. Rental of less than one month of any structure is allowed.

XI. GARBAGE AND REFUSE DISPOSAL:

- a. No Lot shall be used or maintained as a dumping ground or storage for rubbish.
- b. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition and stored in an unobtrusive manner, either inside or behind a garage or other building, or planting so as not to be visible from other Lots.
- c. No debris, junk or unsightly accumulation of materials shall be allowed to remain on any Lot.
- d. Temporary structures used during construction shall be immediately removed upon completion of construction or within two years after commencement of construction, whichever is sooner.
- e. After completion of construction and or within two years after commencement of construction, whichever is sooner, all building supplies shall be kept in a clean and sanitary condition and stored in a unobtrusive manner, either inside or behind a garage or other building, or planting so as not to be visible from other Lots.

XII. SEWAGE:

- a. All sewage disposals shall be by on-site sewage disposal systems provided at the cost of the Lot owner.
- b. Disposal systems shall be aerobic disposal which complies with applicable law.

XIII. STORAGE:

- a. No building material of any kind or character shall be placed or stored upon a Lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the Lot upon which improvements are to be erected.
- b. Any materials, tools, equipment, automobiles, etc., must be stored in an unobtrusive manner so as not to be viewed from other Lots.
- c. No automobile may be stored or parked on any Lot unless such automobile is on inflated tires and in mechanical operating condition.

XIV. NUISANCES: No noxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot owners.

XV. WAIVER: The failure of the present owner or any Lot owner to enforce any restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenants, reservations, liens or charges.

XVI. FIREARMS AND WEAPONS: No hunting is allowed on any property in the development.

XVII. AMENDMENTS:

- a. An amendment, change, waiver or cancellation of these Restrictive Covenants, shall be in writing signed by sixty percent (60%) majority of the then (at the time of signing) Lot owners, agreeing to change said covenants in whole or in part.
- b. Such amendments shall be filed with the County Clerk of LeFlore County, Oklahoma.
- c. For purposes of this Section and any reference to this Section, an owner is an individual, a group of individuals or entity named in the deed.
- d. Each Lot is allowed one vote and one vote only. If ownership is

repeated on more than one Lot, each Lot is allowed one vote. If a Lot is owned by more than one individual, or by a Trust or Corporation, that Lot is allowed one vote only and not one vote per owner, settlor, trustee, beneficiary, manager or member.

- e. Failure of an owner to vote shall be deemed acquiescence of the change.

XVIII. ENFORCEMENT:

- a. Should any Lot owner, their heirs, or successors violate any of the covenants and restrictions herein, enforcement shall be by proceedings at law or in equity against such person or persons so violating or attempting to violate such covenant, either to restrain violation or to recover damages.
- b. The construction, validity and administration of these Restrictive Covenants shall be controlled by the laws of the State of Oklahoma.
- c. If it shall be held at any time that any of the restrictions, conditions, covenants, reservations, liens or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired, but shall remain in full force and effect.

XIX. BINDING:

- a. All of the covenants, restrictions, and reservations set forth herein shall run with the land and shall be binding upon all owners of all lots, their heirs, successors, and upon all persons claiming under them.
- b. Except as specifically changed, modified, or amended by written instrument, these Covenants and Restrictions shall be and remain in full force and effect.
- c. These Restrictions, as changed, modified, or amended hereby, are perpetual in nature and shall run with the land and shall be binding upon all owners thereof, their heirs, executors, administrators, successors and assigns.

XX. DEDICATION:

- a. The deeded easement road is dedicated and granted for the use of the private landowners of all lots as a roadway shown on the original

- survey.
- b. Further granted and dedicated to the private landowners of all lots is the installation and maintenance of utilities, the easements as described herein and shown on the original survey.
 - c. Rights of ownership for the private/rural water main line from the water meter, as well as the water pump, are granted and designed to the private landowners for all lots.
 - d. Landowners will assume responsibility for installation of water meters and metering the water usage accordingly.

BILLY D. PACKWOOD, individually and as Manager of LITTLE EAGLE CREEK NORTH, LLC, reserves unto himself/itself, his/its successors, and assigns, permanent easements as set forth above and also across and under all of said roadways and Lots shown on the original survey for the purpose of installation, construction, and maintenance of storm drains and tiles, utilities, including but not limited to water and gas mains, electric and telephone lines; provided that no Lot owner or member of the public shall at any time in the future use any part of the roadways, drives or walkways for the purpose of ingress/egress or running any sewer or sanitary tile on, under or across said roadways or drives without written permission of sixty percent (60%) majority of the then (at the time of signing) Lot owners, agreeing, as described in Section "Amendments" of these Restrictive Covenants.

IN WITNESS THEREOF, the undersigned, being the sole and only owner of *LITTLE EAGLE CREEK NORTH DEVELOPMENT*, being the real property described on Pages 1 and 2 above, has executed and signed this document evidencing agreement to the provisions herein.

Executed this _____ day of _____, 2024.

BILLY D. PACKWOOD

LITTLE EAGLE CREEK NORTH, LLC

BILLY D PACKWOOD, a single person

By: _____
BILLY D. PACKWOOD, Manager

