

## **PROTECTIVE COVENANTS FOR COPPER RIDGE WEST**

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, hereby certify that we are the owners in fee simple of Copper Ridge West, being a part of the E/2 NW/4 of Section 13, Township 12 North, Range 18 W.I.M., Custer County, Oklahoma. In order to provide for the orderly development of said land, to protect and enhance the attractiveness, character, and value of the property, and to establish protective covenants for the mutual benefit of ourselves and our successors in title, we hereby impose the following Protective Covenants upon the land:

### **ARTICLE I**

#### **USE RESTRICTIONS**

1. Prohibited Uses: No feedlots or grow yards shall be permitted. No commercial swine or chicken operations shall be permitted. No automotive junk yards, salvage yards, or recycling yards shall be permitted. No commercial trucking terminals, distribution centers, or similar facilities shall be permitted. No bars, taverns, dance halls, or similar establishments shall be permitted.
2. Mobile Homes: No mobile home older than five (5) years from the date of placement shall be permitted. All mobile homes must be multi-wide (double-wide or larger) and must be properly anchored and fully skirted within sixty (60) days of placement.
3. Nuisances: No noxious or offensive activity shall be carried out, allowed, or permitted on any Lot or any part of the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any exterior lights, lighting devices, or any other item whose normal activity or existence is dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of neighboring properties.

### **ARTICLE II**

#### **DURATION AND RENEWAL**

These covenants shall run with the land and shall remain in full force and effect for a period of twenty (20) years from the date of recording. After the initial twenty-year term, these covenants shall automatically renew for an additional ten (10) years unless modified or terminated as provided herein.

### **ARTICLE III**

#### **AMENDMENT**

These covenants may only be amended, modified, or terminated with the written consent of at least ninety percent (90%) of the then-owners of the lots within the subdivision.

## **ARTICLE IV**

### **ENFORCEMENT**

Any property owner within the subdivision shall have the right to enforce these covenants by appropriate legal proceedings, including the right to seek injunctive relief or damages. Any party violating these covenants shall be responsible for all attorney fees, court costs, and related expenses incurred in enforcing compliance. The amount of any such expenses shall constitute a lien on the violator's property, enforceable in the same manner as a mechanic's lien under Oklahoma law.

## **ARTICLE V**

### **MAINTENANCE**

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions on their buildings or grounds. Owners must maintain their properties in a condition that is consistent with good property management, including regular mowing, trimming, and upkeep of all structures.

## **ARTICLE VI**

### **SUBDIVISION OF LOTS**

No Lot shall be subdivided, or its boundary lines changed, unless each part of the subdivided Lot becomes part of an adjacent whole Lot, and the total number of Lots is neither increased nor decreased, without the prior written consent of the Developer or the Property Owners Association. Each resulting modified Lot shall thereafter constitute one Lot. The restrictions and covenants herein shall apply to any modified Lots resulting from such subdivision or reconfiguration. However, the Developer hereby expressly reserves to itself the right to re-plat or re-subdivide any Lots shown on the plat.

## **ARTICLE VII**

### **UTILITIES**

All plumbing fixtures, dishwashers, toilets, and sewage disposal systems shall be connected to a septic tank sewage system approved by the appropriate governmental public health authority, or shall be connected to a central sewer system wherever such a system is available. No septic tank system shall be used unless the design, location, construction, and maintenance are approved in all respects by the appropriate governmental public health authority.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Severability: Invalidation of any one of these covenants by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Binding Effect: These covenants shall be binding upon all present and future owners, their heirs, successors, and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

Cogar Development, LLC

By: Earl D. Heard, III, President

STATE OF OKLAHOMA

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COUNTY OF CUSTER

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared Earl D. Heard, III, President of Cogar Development, LLC, to me known to be the identical person who subscribed the name of the makers thereof to the foregoing instrument, 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 this \_\_\_\_ day of \_\_\_\_\_, 2025.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public