

Declaration of Covenants, Conditions, and Restrictions for
The Preserve at Boktuklo Mountain

This Declaration is made this ____ day of April 2022, by the undersigned, Seth Willyard, a single person, for the purpose of providing an orderly development of the hereinafter described property, known as The Preserve at Boktuklo Mountain, and for the purpose of providing adequate restrictive covenants for the benefit of the Declarant and his successors in title to the property.

The property which is subject of the Declaration (the "Property") is described as follows:

That part of Section 33 lying North and East of Old SH#144 AND all of Section 34, all in Township 1 North, Range 23 East, of the Indian Base and Meridian, LeFlore County, Oklahoma, described as:

Beginning at an original stone at the W/4 of Section 33; thence North 01°48'21" West a distance of 2621.17 feet to an original stone at the Northwest Corner of Section 33; thence North 88°29'45" East a distance of 2633.87 feet to a found rebar w/cap at the N/4 of Section 33; thence North 88°21'26" East a distance of 2633.09 feet to a found rebar w/cap at the Northeast Corner of Section 33; thence North 88°12'55" East a distance of 2644.82 feet to an original stone at the N/4 of Section 34; thence North 88°12'05" East a distance of 2645.84 feet to an original stone at the Northeast Corner of Section 34; thence South 01°45'07" East a distance of 2611.26 feet to the an original stone at the E/4 of Section 34; thence South 01°50'32" East a distance of 2619.22 feet to an original stone at the Southeast Corner of Section 34; thence South 88°15'27" West a distance of 2639.64 feet to an original stone at the S/4 of Section 34; thence South 88°12'58" West a distance of 2640.64 feet to an original stone at the Southwest Corner of Section 34; thence South 88°14'09" West along the South line of Section 33 a distance of 2076.41 feet to the Northeasterly R-O-W of Old SH#144; thence along the R-O-W these courses: North 77°15'56" West a distance of 633.84 feet; thence North 75°02'15" West a distance of 297.42 feet; thence North 72°48'33" West a distance of 331.55 feet; thence North 72°19'04" West a distance of 299.69 feet; thence North 71°49'33" West a distance of 823.34 feet; thence North 69°53'43" West a distance of 145.87 feet; thence North 49°36'00" West a distance of 102.22 feet; thence North 58°51'46" West a distance of 149.78 feet; thence North 81°13'19" West a distance of 156.60 feet; thence North 63°57'52" West a distance of 502.38 feet to a point on the West line of the SW/4 Section 33; thence North 01°41'18" West a distance of 1424.44 feet to the POINT OF BEGINNING. Containing 1229.51 acres.

A survey of the above-described real property is attached hereto and made a part hereof as "*Exhibit A*".

The Declarant is the sole owner of the Property.

The Declarant desires to subject the Property, and the future lots located therein (the "Lots"), to the covenants, conditions and restrictions set forth below.

The covenants, conditions, and restrictions set forth within this Declaration shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust,

partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions, and restrictions (these “Declarations”) on the Property and does hereby declare that the Property shall be held, sold, and conveyed subject to such covenants, conditions, and restrictions.

1. **Definitions**

- a. ***Covenants.*** All covenants, conditions, and restrictions contained in this exhibit—Exhibit "B"—are referred to herein as these “Covenants”.
- b. ***The Property.*** The “Property” is the property described above and in Exhibit "A".
- c. ***Landowners.*** “Landowners” for the purposes of these Covenants are defined as any person or entity that possesses an ownership interest in the Property or any portion of the property. Joint tenants shall be considered a single landowner for purposes of these Covenants.
- d. ***Lots.*** Shall refer to the Property which will be divided into smaller tracts of land by the Declarant herein, and these smaller tracts shall be referred to as “Lots.”
- e. ***Community Gates.*** Shall refer to gates providing access from outside property or roadways into the Property.

2. **Purpose and Intent of Restrictive Covenants** These Covenants are intended to benefit all property owners and to preserve the quality and value of the Property as a whole.

3. **Limitation on subdividing Lots** While a Landowner and his/her successors in title may subdivide his/her lot, no Landowner or successor in title shall subdivide any lot to less than Five (5) acres.

4. **Residences**

- a. ***New Construction.*** All residences and other residential structures placed on the subject property shall be new construction. The term “Residential Structures” shall not be interpreted to include manufactured housing such as trailers, mobile homes, tents, shacks, barns, or outbuildings, which shall be strictly prohibited on the property. However, “Pre-fab” cabins and homes are permitted.
- b. ***Other Structures.*** Any construction, structure, or improvement which is not readily moveable without the use of equipment or heavy machinery (“Other Structures”) must be well maintained. Should Other Structures fall into disrepair, become dangerous, or are otherwise visually unappealing it shall be the property owner’s responsibility to remove or repair said structure within a reasonable time.
- c. ***Setback.*** All Residential Structures, Other Structures, or improvements to the property must be set back at least one hundred (100) feet from all roadways (not including driveways). This is intended to ensure that all structures are not readily visible from the roadway.
- d. ***Number of Structures.*** No single Lot within the Property shall have more than three (3) total structures.

5. **Clear Cutting** On the property there shall be no clearing, burning, cutting, or destroying of trees or vegetation, except for:
 - a. The removal or trimming of vegetation dangerous to persons or property.
 - b. The removal of timber downed or damaged due to natural disaster or natural occurrence.
 - c. In the context of properly managing a forest (e.g., thinning of trees clearing unwanted brush, etc.).
 - d. However, at no time shall more than Ten Percent (10%) of the property be left without trees or vegetation by the preference and actions of a property owner.
6. **Commercial Activity** No commercial activity of any kind shall be allowed on this Property, as this Property is strictly recreational and/or residential in nature.
7. **Commercial Agriculture** The Property shall not be used for the commercial planting, growing, raising, or harvesting of any agricultural products, which includes but is not limited to corn, grain, marijuana, soy, hay, or any other plants intended for consumption or use by humans or animals. This provision shall not be interpreted to restrict or limit use of the property for the growing, raising, or harvesting of agricultural products for personal use or consumption. This provision shall likewise not be interpreted to restrict or limit use of a portion of the property for “food plots” for hunting/harvesting game animals, except that such hunting shall be of a personal nature and not for commercial gain.
8. **Commercial Livestock and Animals** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.
9. **Vehicles**
 - a. ***Parking.*** All vehicles shall be parked in the garage or driveway of the respective Lot. Parking on the streets is prohibited.
 - b. ***Recreational Vehicles.*** Recreational vehicles and equipment including but not limited to boats, motor homes, travel trailers, campers and the like, shall not be parked or stored within one hundred (100) feet of the front of the property line. Such vehicles may be parked or stored on the property so long as such vehicles are not readily visible from the street. At no time shall a recreation vehicle be used as a primary residence for a period of greater than 1 year.
 - c. ***Disabled Vehicles.*** No Lot may be used for the storage of disabled automobiles, boats, or other vehicles, unless stored within a building otherwise approved within these Covenants.
10. **Signs** The following applies to signs:
 - a. One (1) professional sign advertising the sale of such property or rent of such property is allowed.
 - b. Signs to warn against trespassing, forbid hunting and fishing without permission,

or those indicating private property cannot be visible from the main roads.

11. **Gates** The following applies to community gates located on the property.
 - a. All gates will have a combination lock and the password must be consistent across all such gates.
 - b. Landowners will be provided the combination and informed of any changes to the password.
12. **Maintenance of Property** All Lots shall be maintained in a neat and orderly condition at all times. At no time, shall a Lot be used or maintained as a dumping ground. All trash, garbage, and other waste materials shall be kept in a sanitary container and disposed of within a reasonable period not to exceed fourteen (14) days. Should noxious odors or unsightly conditions exist, they must be removed as necessary to maintain compliance with these Covenants. "Noxious odors" and "unsightly conditions" shall be determined by a simple majority vote of all Landowners with a Lot within two thousand five hundred (2500) feet of the subject Lot.
13. **Binding** These Covenants shall run with the land, covering all property listed in the deed, and shall be binding on all Landowners, their successors, heirs, assigns, or persons claiming by, through, or under them.
14. **Enforcement**
 - a. ***Who May Enforce.*** These Covenants may be enforced by any Landowners.
 - b. ***Prevention of Violation and Damages for Violation.*** It shall be lawful for any person or entity with the power to enforce under Section 14(a) to prosecute any proceeding at law or in equity against a person or entity who violates or attempts to violate these Covenants and either prevent them from doing so and recover damages for such violation.
 - c. ***Attorney's Fees.*** If a suit is brought to enforce these Covenants by a party who is proper under Section 14(a) herein, the prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in such suit.
15. **Amendment of Covenants**
 - a. ***Requirement for Amendment*** These covenants may only be modified, supplemented, subtracted from, edited or otherwise changed in substance, content, or wording ("Amended") by a vote of Seventy-Five (75%) of Eligible Votes as defined in Section 15(c) ("Supermajority").
 - b. ***Failure of Amendment*** If a Supermajority is not obtained, then any attempt to Amend these Covenants shall fail, and the same will not be implemented.
 - c. ***Eligible Votes*** To determine the "Eligible Votes" each Lot within the Property shall be allotted one vote. Should a single Landowner own multiple Lots within the Property, that Landowner shall be allotted one vote per Lot. The total number of Lots, and therefore, total number of votes shall be calculated from the Original Plat of the Property, recorded with the county Clerk by the Declarant herein. That should a Landowner purchase a lot which he/she or a successor in title further subdivides,

each subdivision shall have only a proportional vote based on the number of subdivisions of that lot. *e.g. The owners of tracts in one (1) lot, which has been subdivided into three (3) tracts, shall each have 1/3 of a vote individually.*

16. **Severability** The invalidation of any one of these sections within these Covenants by judgement or court order shall in no way affect any of the other provisions and sections, which shall remain in full force and effect.

Seth Phillippe Willyard, a single person

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF LE FLORE)

Before me, on this ____ day of April 2022, personally appeared Seth Phillippe Willyard, a single person, to me known to be the identical person who executed the within and 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.

Notary Public

My Commission Expires: _____

My Commission No.: _____