

State of Oklahoma)
)
County of Bryan)

PROTECTIVE COVENANTS, RESERVATIONS AND RESTRICTIONS AS TO
LAKESIDE LANDING SUBDIVISION, BRYAN COUNTY, OKLAHOMA

Whereas, the owners of said tract referred to herein desire to restrict the properties contained in said plat and to provide for protective covenants of the use of said property and thus said instrument is to be a part and partial of the plat of said property filed herein on the ____ day of _____, 2023. NOW THEREFORE, for the purpose of the providing an orderly development and of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves or our successors in title to adhere, we hereby impose the following restrictions, covenants and reservations to which it shall be incumbent upon our successors to adhere on the following described property situated in Bryan County, State of Oklahoma, to wit:
Lots 1-32, of Lakeside Landing Subdivision, Bryan County, Oklahoma according to the recorded plat thereof.

1. All lots within the subdivision shall be known and designated as a single-family residential building plots.
2. No more than one dwelling shall be erected or placed on any lot in the subdivision, nor shall any lot as shown on the recorded plat be subdivided into more than one lot, unless the lot split between adjoining owners and proper steps are taken to split said lot . Owners are allowed to combine 2 lots and build 1 house in the middle as long as structure does not interfere with easements.
3. The ground area of the main structure exclusive of open porches and garages, shall be not less than 2,000 square feet of habitable and climate-controlled with a minimum roof pitch of 7:12 and 3:12 on porches.
4. All homes shall have a minimum setback from the property line 30 feet.
5. The plat of said property sets for the building lines as to the use of the same and said building lines are to be observed by ourselves and our successors:
For the purpose of this covenant, however, eaves, chimneys, bays, steps and open porches shall be considered as part of the dwelling.
6. No out-buildings can be higher than the dwelling, and detached carports are prohibited. All buildings shall have like façade to dwelling. Any metal buildings must be factory painted with a color that matches dwelling colors. All vehicles including RV's , Trailers, UTV's and lawn equipment must be stored behind a fence.
7. All vent pipes are to be kept at a minimum height.
8. There shall be a minimum 16' wide concrete or asphalt drive, and a sidewalk from the drive to the front door. Culverts are to be a minimum of 15 inches in diameter under driveway.
9. No vehicles of any kind or trailers may be parked in the roadway longer than 24 hours.

10. All Christmas decorations may not be put up before November 1st of any given year and must be taken down before February 1st of the following year.

11. All dwellings constructed on said property must be of brick, stucco, rock, rock veneer, or vinyl or composition siding. No frame dwellings will be constructed on said property, and no wood structure or dwelling that is commonly referred to as cedar house.

12. Exterior façade must be at least 75% masonry.

13. All roofing materials shall be either composition shingles, slate, wood shakes, roofing tile, concrete shingles or standing seam metal roofing. Further, any roofing material must be either brown, black, tan, grey or some shade thereof of one said colors.

14. All mailboxes must be placed on the outside edge of each lot and must be adjacent to the roadway. Further, each mailbox must be similar in design to every other mailbox in the addition and must be surrounded by brick or other like materials in the same exterior finish as the dwelling to which the mailbox is associated.

15. No houses, including modular, mobile homes, manufactured or prefabricated homes can be erected on or removed from another area and be moved to this said subdivision.

16. No building materials are to be placed on any lot until construction is to begin and construction on any building shall not be delayed more than ninety (90) days at any time during construction.

17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these said easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and any improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All utility wires such as telephone, TV cable, electric power and any others are to be installed underground, except where provided otherwise by the original plat.

18. All service lines, such as telephone and power lines to building are to be kept underground.

19. No above ground tanks except propane, transmitting antennae or things of like nature are to be constructed in the subdivision. All television antennas are to be placed so that any necessary lead or guy wires are to be constructed to the rear of the lots or the rear of the dwelling on the lot as inconspicuously as possible. Satellite dishes may be placed on the lots provided they are located at the rear of the dwelling and placed as inconspicuously as possible.

20. No above-ground swimming pools may be constructed on the property, and only in-ground pools are permitted, any in-ground swimming pool must be in the back yard of dwelling.

21. No fixture that is commonly known as a storm cellar may be constructed on the property except in a back yard of a dwelling in a location which is not visible to any other resident from the street.

22. No business trade shall be carried on upon any residential lot. No obnoxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

23. No trailer, mobile home, mobile living unit or structure of a temporary character, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

24. No fences shall be installed on the front portion of any lot in said subdivision between the front lot line and front building set back line. Any fence constructed on the property must be made of manufactured vinyl fencing, wood fencing or wrought-iron type fencing. Metal support posts must be on the inside of wood fencing and not visible from the street. Chain link fencing is prohibited.

25. No detached garage or other out-buildings shall be permitted in the easement reserved for utilities or within 10 feet of property line.

26. All land contours are to remain as natural as possible, and all lots are to be landscaped in a style to maintain harmony with the natural terrain as much as possible.

27. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that household pets may be kept, provided that they are not kept, bred or maintained for commercial purpose. Household pets must be kept in fenced yard or kennels. No free running or unleashed animals allowed in the subdivision.

28. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four feet square advertising the property for sale or rent. The Developers are exempt from this covenant.

29. Driveways and front yards are not to be used for storage areas for such items as boats, trailers, lumber and things of like nature. Such items will be parked or stored behind the front building set-back line.

30. All garbage cans or refuse areas are to be fully screened from view from street and from adjoining lot and no trash, refuse, caves, tree-houses or things of like nature are to be placed or constructed on any vacant lot in said subdivision. All playground equipment must be placed behind house and not in the front yard.

31. All lots shall be kept clean and mowed even if a structure is not yet built and/or after it is built.

32. Each home owner shall maintain the drainage ditch and culvert under the driveway associated with their Lot.

33. All driveways are to be constructed of concrete with rebar or asphalt. No gravel driveways allowed.

34. All structures must be 12 inches above the natural grade of the lot.

35. Owners must start construction within 24 months of closing on the lot.

36. All construction must be approved by the architectural committee before starting any related construction projects. Architectural committee to consist of members of A&M Smith Land Development LLC and Altar Homes LLC.

37. The covenants here are to run with the land and shall be binding on all parties and on all persons claiming under them until and unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to the change of said covenants in whole or in part.

38. If the parties hereto, or any of them, or their heirs or assignees shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person and/or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

39. Invalidity of any one of these said covenants by Judgment or Court Order by a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

40. Owner and developer has the right to exempt covenants on any lot for the betterment of the development. Such permission will be in writing and filed with the deed.

A & M Smith Land Development, LLC

By: Anthony M Smith, Member/Manager

By: Melanie J Smith, Member

Dated this _____ day of June, 2023

State of Oklahoma)

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County of Bryan)

Before me, the undersigned, a Notary Public in and for the said County and State on the ____ day of February, 2023, personally appeared Anthony M Smith and Melanie J Smith to me known to be the identical person who signed the foregoing instrument as a Member of A & M Smith Landing Development, LLC and acknowledged to me that they executed the same as their free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary