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Tammy Reynolds - Bryan County Clerk  
State of Oklahoma



**AMENDMENT AND CORRECTION OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PECAN MEADOWS**

THIS AMENDMENT and Correction of the Declaration of Covenants, made on the date hereinafter set forth by Pecan Meadows Holding, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lots within said Pecan Meadows Phase 1, an addition to Bryan County, State of Oklahoma.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Pecan Meadows Phase 1 was filed in Book 1447 at Page 673, and

WHEREAS, Declarant is the Owner of certain property in Bryan County, State of Oklahoma, which is more particularly described as:

Pecan Meadows Phase 1 according to the recorded plat thereof in the Office of the County Clerk, Bryan County, Oklahoma, as shown on Exhibit "A" attached hereto.

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to provide for the optional creation of a property owner's association to which could be delegated and assigned the powers of maintaining and administering the common or maintained areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessment or dues and charges hereinafter created; and

WHEREAS, Declarant may incorporate under the laws of the State of Oklahoma, a non-profit corporation to be named the Pecan Meadows Homeowner's Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the properties described above be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1 "Owner" shall mean and refer to the recorded Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants.

Section 3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4 "Declarant" shall mean and refer to PECAN MEADOWS HOLDING, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the declarant for the purpose of development.

Section 5 "Architectural Control Committee" shall mean the Declarant or his assigns. David Steed and Mark Kennedy are hereby designated to act for the Declarant in all matters set forth herein.

Section 6 "Association" shall mean and refer to the Pecan Meadows Homeowner's Association, if created.

Section 7 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not limited to, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

## ARTICLE II

### ARCHITECTURAL CONTROL

Section 1 - Review No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Control Committee", which shall, as used herein, mean either (a) the Declarant, or (b) the Association when designated by the Declarant, or (c) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgment of the Architectural Control Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Control Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been full satisfied.

Section 2 - Fees No fee shall ever be charged by the Architectural Control Committee for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3 - Proceeding With Work Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

## ARTICLE III

### LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 1 - Land Classification All Lots within the existing property are hereby classified as single-family Lots, i.e., each such Lot shall be used exclusively for residential single-family dwellings not to exceed two (2) stories in height and a private garage for not more than five and not less than two automobiles. A maximum of one single-family dwelling unit may be constructed on each lot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

#### Section 2 - Building Restrictions

- (a) Minimum Residence Size No residence which contains less than 1,600 square feet of framed (heated) living space, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.
- (b) Maximum Residence Height No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two story residence shall contain not less than 1,600 square feet of framed (heated) living space.
- (c) Materials The principal exterior material of any residential structure shall consist of masonry materials (brick, rock, cast stone and stucco) and wood, shingles or other siding material (except metal paneling of any kind), which will blend together to eliminate repetitions of design. The Architectural Control Committee must approve any deviation from the above in advance.
- (d) Foundations Foundations shall be designed so as to minimize exposure of formed concrete above natural grade. No more than 10" of exposed concrete above grade will be allowed as seen from any front or side road.
- (e) Garages Garages or carports must be at least two (2) cars wide and not more than five (5) cars wide and may be attached to, detached from or built within a residence. Converting a garage into a living area is strictly prohibited.
- (f) Building Limit Lines No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the front building limit line as shown on the Plat. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side Lot line except that cornices and ornamental projections may extend two (2) feet nearer such side Lot line; such limitations being herein called the "Side Building Limit Lines".
- (g) Roofs In addition to approval of plans and specifications for the construction of a residence, all proposed roofs must be approved. Accepted roofing materials include but may not be limited to laminated architectural asphalt shingles with a 30 year warranty (no "3-tab" shingles will be allowed) or other materials approved by the Architectural Control Committee. All roofs shall

