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Canadian County, OK 6E

## Declaration of Covenants and Restrictions Of Sara Road Estates

### KNOW ALL MEN BY THESE PRESENTS:

Mountain Boomer Holdings, LLC an Oklahoma Limited Liability Company, ("Declarant") hereby certifies that it is the owner of and the only person, firm, or corporation having any right, title, or interest in and to the following described real estate and premises situated in Canadian County, Oklahoma, to-wit:

A tract of land being the East Half (W/2) of the Northwest Quarter (NW/4) of Section Eleven (11), Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma

Said Declarant further certifies that it has caused said property designed aforesaid, to be surveyed into tracts and said Declarant hereby designates said tracts of land so subdivided as all of Sara Road Estates, an unrecorded Plat in Canadian County, Oklahoma.

### Protective Covenants

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said Declarant and its successors in title to the subdivisions of said tract, it hereby imposes the following restrictions, covenants and reservations in title to adhere.

1. **Single Family Residential Use.** All tracts in said addition are hereby designated as single-family residential building plots. No structure shall be erected, altered, placed, or permitted to remain on any such single-family residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height, and private garage for not more than four nor less than two car garage, and other outbuildings strictly incidental to rural residential use of the plot. Any outbuildings shall be approved in writing by the Design Review Committee prior to construction. No prefabricated storage buildings shall be constructed on any tract without the prior written approval of the Design Review Committee. No tract shall be subdivided so that any tract resulting from such subdivision will contain less than 3 acres. Any subdivision of a tract with Sara Road Estates must be approved in writing by the Design Review Committee.
  
2. **Design Review Committee.** No building, outbuilding, storage building, barn, cabana or any other structure shall be erected, placed, or altered on any building plot in the subdivision until the building plans, specifications, and plot plans showing the location of such buildings have been approved in writing by the chairman and a majority of members of the Design Review Committee composed of Brian Gibbs, Cory Listen, Matt Miller, or by any person or persons designated by said committee. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successors. In the event

said committee, or its designated representative, fails to approve or disapprove a submission within thirty (30) days, any plans and specifications submitted to it are automatically approved. Neither the members of such committee, or its' designated representative, shall be entitled to any compensation for services performed pursuant to the covenant. The membership of this committee may be changed by a majority vote of the tract owners of Sara Road Estates.

3. **General Consideration.** Pursuant to its rule-making power and the initial architectural and design rules, the Design Review committee shall establish a procedure for the preparation, submission and determination of applications for any alteration or improvement. The Design Review Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property. All decisions of the Design Review Committee shall be final, and no other parties shall have recourse against the Design Review Committee for its disapproval of any such plans, specifications, or plot plan.

4. **Antennae, Satellite Dishes and Wind Generators.** No television, radio, or other antenna, satellite dishes or wind generators shall be placed on any tract or improvement without the prior written consent of the Design Review Committee, which may at their discretion, require screening from public view.

5. **Propane Tanks.** All propane tanks shall be located underground or screened by fencing or landscaping so that they are not visible from any street or any other Tract within Sara Road Estates.

6. **Minimum Residence Size.** The ground floor area of the main structure, exclusive of covered and open porches and garage, in Sara Road Estates, shall be not less than Eighteen Hundred (1,800) square feet for any one-story dwelling or not less than One Thousand Two Hundred (1,200) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall be not less than Eighteen Hundred (1,800) square feet.

7. **Set-Backs.** No building shall be located on any tract nearer than One Hundred (100) feet to the front tract line, or nearer to the rear tract line than Fifty (50) feet. No dwelling shall be located nearer than Twenty (20) feet to a side tract line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of a building on a tract to encroach upon another tract.

8. **Business-Trade-Nuisance.** No business, trade or activity shall be carried on upon any tract. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.
10. **No Buildings in Easement.** No outbuilding or other structure shall be permitted in any easement reserved for utilities.
11. **Animals.** Each tract owner shall be allowed to keep one (1) horse, donkey, cow, goat or llama per acre, provided however, that no horses, donkeys, cows, goats or llamas shall be kept in front of the front building set back line. Chickens for personal use are permitted, but not to exceed 20 chickens per tract. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance or to roam freely off owner's property. The tract owners are responsible for fencing their property to keep the animals inside the boundaries of their property. Front fencing must be approved by the Design Review Committee.
12. **Signs.** No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or declarant to advertise the property during construction and sales period. Owner may display address signs not exceeding three (3) square feet.
13. **New Construction.** All residences shall be of new construction, and no residence, part of residence, or garage may be moved from another area into this subdivision. Mobile or modular homes of any kind shall not be allowed to be placed or parked, either temporarily or permanently on any Tract. All tracts and the improvements located thereon shall be constructed and maintained in a clean and attractive manner. This includes each Tract owner's responsibility to mow their respective Tract to the edge of the private roadway surfaces.
14. **Outbuildings.** All outbuildings must be permanent and constructed with pre-finished, painted, metal exterior finish or a material like that of the main dwelling. All outbuildings shall be finished and must color coordinate with the home.
15. **Driveways.** All driveways shall be constructed of millings (ground asphalt), asphalt or concrete.
16. **Waste Disposal Systems.** Septic systems or aerobic systems are permitted if installed and maintained in accordance with the requirements of the Oklahoma State Department of Health. Lagoon systems are prohibited.
17. **Condition of Property.** All tracts to be kept clean and free from all litter, debris, junk, or inoperative vehicles or machinery.

18. **Repair of Buildings.** No building or structure upon any Tract shall be permitted to fall into disrepair, and each such building and structure shall be always kept in good condition and repair and adequately painted or otherwise finished.

19. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Tract except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements.

20. **Diseases and Insects.** No owner shall permit anything or condition to exist upon any tract which shall induce, breed or harbor infectious plant diseases or noxious insects.

21. **Cars, Trucks and Trailers.** No truck exceeding one (1) ton, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind or any motor vehicle other than a standard passenger car, van or pickup truck not exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of the front fence line, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereof, for the storage or habitual parking of any such prohibited above-mentioned property, other than the said standard passenger cars, vans, personal campers, or pickup trucks.

22. **Lender Requirements.** The undersigned owner, or a representative designed by it, hereby refers and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same 91) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's tract. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to such party to make or consent to a Special Amendment on behalf of each owner. Each Deed, mortgage, trust deed/other evidence of obligation or other instrument affecting a tract and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of such parties to make, execute, and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a tract or any warranties made by an owner to a first mortgage in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee any first mortgage on such owner's tract.

23. **Hunting and Firearms.** No hunting of any kind or the discharge of any firearms is permitted on any tract or the common areas in Sara Road Estates.

24. **Amendments-Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of twenty (20) years from the date of recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (20) years each, unless an instrument signed by the owners of Seventy-Five percent (75%) of the tracts has been recorded, agreement to terminate or amend these covenants, in whole or in part. These covenants may be amended at any time by a vote of owners representing not less than Seventy-Five percent (75%) of all owners interests in the tracts. Such Amendment shall be effective only upon the recordation of an instruction setting for the amendment signed by the owners of not less than Seventy-Five percent (75%) of the tracts. No amendment shall affect the rights of Declarant herein unless approved and consented by Declarant in writing.

25. **Enforcement.** Should the owner or tenant of any of the above described tracts violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any property subject to these restrictions may institute legal proceedings to enjoin, abate or correct such violation or violations, and the owner of that tract permitting the violation of such restriction or conditions shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney's fees, court costs, and other expenses allowed and assessed by the court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said tract shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner so provided by law.

26. **Invalidation.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, and such other provisions shall remain in full force and effect.

27. **Right to Assign.** The Declarant by appropriate instrument may assign or convey to any person any or all of rights, reservations, easements, and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them at any time in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 18<sup>th</sup> day of March, 2021.

Mountain Boomer Holdings, L.L.C.  
An Oklahoma Limited Liability Company

BY:

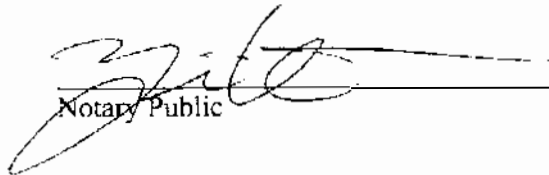
Alex Wolfe  
Alex Wolfe, Manager

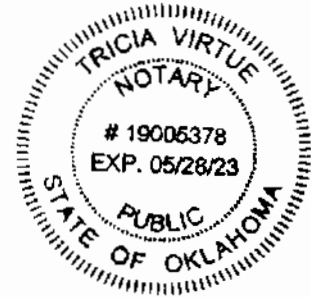
STATE OF OKLAHOMA )  
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COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2021, by Alex Wolfe, Member/Manager of Mountain Boomer Holdings, L.L.C., by and on behalf of said Limited Liability Company.

My Commission Expires:

5-28-23  
SEAL

  
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Notary Public



**RECORDER'S MEMORANDUM**  
**At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.**