

X By MA Deputy 28-
Return to:
Ron Wilson
11801 Chelsea Chase
OKC, OK 73170

**AMMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF MOCKINGBIRD ESTATES**

KNOWN ALL MEN BY THESE PRESENTS:

That Cimmarron Homes, Inc., an Oklahoma corporation, hereinafter referred to as "Developer," hereby certifies that it is the owner of and the only entity having any right, title, or interest in and to the following described property, to-wit:

MOCKINGBIRD ESTATES, being a subdivision of the North half of the Northeast Quarter of the Southeast Quarter (N/2 NE/4 SE/4) AND the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 6, Township Eight (8) North, Range Four (4) West of the Indian Meridian in the City of Blanchard, McClain County, Oklahoma, according to the recorded plat thereof recorded at Plat Cabinet 3, Page 112.

For the purpose of providing an orderly development of the above-described property, and for the purpose of providing adequate restrictive covenants for the mutual benefit of the undersigned Developer, and its successors in title to lots located within the above subdivision, said Developer does hereby impose the covenants and restrictions herein to the above-described subdivision, to which it shall be incumbent upon said Developer and its successors in title to adhere, whether acquired directly or through subsequent transfers, or in any manner whatsoever, and all of the above-described property, and any portion there in, shall be taken, held, and conveyed subject to the covenants and restrictions herein.

The Developer does hereby create, charge, and appoint an Architectural Committee composed of Ronald J. Wilson, Sandra K. Ward, and Leigh A. Pierce, or their authorized representatives or successors, for the purpose of architectural review of all proposed construction within the subdivision. No building, dwelling, outbuilding, fence or structure shall ever be erected, placed or maintained upon any lot; nor shall any alterations, exterior additions or improvements be made on or to any existing structures located on any lot in the subdivision until the building plans and specifications thereof, together with a plot plan showing the location of any such construction, has been submitted to, and has been approved in writing by, a majority of the Architectural Committee for conformity to the covenants and restrictions herein, and for conformity and harmony of external design with existing structures in said subdivision, and as to the location of the structure upon the lot, architectural appearance, and the construction components, all of which must be approved by the above Architectural Committee.

Should the Architectural Committee fail to approve or disapprove any of the plans, specification or plot plans within 30 days after the time the same have been submitted to the Architectural Committee for approval, then such approval shall not be necessary. In the event that any member or members of said Architectural Committee shall die or resign, the surviving member or members

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of said committee shall have the authority to appoint successor members to such vacancy, and any newly appointed member shall have the same authority as his predecessor. The powers and duties of the Architectural Committee shall cease on January 1, 2027. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by a majority of the then record owners of lots within this subdivision duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee for a period specified therein.

The Architectural Committee shall make reasonable good faith efforts to interpret the terms and conditions of these Restrictive Covenants to make sure that any approved construction is in conformance therewith. Approval of any construction by the Architectural Committee shall not, however, be conclusive of such conformity so as to prevent any lot owner from bringing an action against any other lot owner pursuant hereto to enforce compliance with these Restrictive Covenants. The services of the members of the Architectural Committee are gratuitous and voluntary and the individual members of the committee shall owe no legal duty or responsibility to, nor shall they have any liability to, any of the lot owners of the above-described property on account of any actions taken hereby in good faith by the Architectural Committee.

The Architectural Committee shall have sole discretion in approving and disapproving building plans, and the Architectural Committee's decision shall be final. One set of the approved building plans shall be maintained in the Architectural Committee's possession until completion of the subject construction. Any residential construction shall be completed within twelve (12) months from commencement of work, unless the Architectural Committee extends such time period in writing.

Provided further, that approval by the Architectural Committee of any building plans shall not create or impose any duties, liability or obligations upon the Architectural Committee members concerning or pertaining to the safety, soundness, protections of or from, or the quality, conditions of, usability, habitability, merchantability, or fitness for a particular purpose, or statements of any similar standards, of any building plans, of any particular builder, or of any particular structure or improvement approved in accordance with the building plans approval process of the Declaration, or of the common elements or any component thereof. NEITHER DEVELOPER NOR THE ARCHITECTURAL COMMITTEE MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING OR PERTAINING TO THE SAFETY, SOUNDNESS, PROTECTIONS OF OR FROM, OR THE QUALITY, CONDITIONS OF, USABILITY, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR STATEMENTS OF ANY SIMILAR STANDARDS, OF ANY BUILDING PLANS, OF ANY PARTICULAR BUILDER, OR OF ANY PARTICULAR STRUCTURE OR IMPROVEMENT APPROVED IN ACCORDANCE WITH THE BUILDING PLANS APPROVAL PROCESS OF THE DECLARATION, OR OF THE COMMON ELEMENTS OR ANY COMPONENT THEREOF.

1. PRIMARY RESIDENCE. All lots within the subdivision shall be known and designated as residential building plots. Two (2) or more lots may be combined with the prior written approval of the Architectural Committee. If combining of any two (2) or more lots is approved, the resulting new tract shall be treated as one (1) plot, and shall be subject to these Covenants and Restrictions. Any plot shall be used exclusively for single-family residential purposes with the exception of: i) field office designated for use by Developer; and, ii) model homes designated for use by builders.

1.1 Lease or Rentals. No lot owner shall be permitted to lease or rent a residence(s).

1.2 Investment Uses. No residence may be used for operation of a timeshare, fraction sharing, or similar program whereby the right to exclusive use of the lot rotates among participants in the program on a fixed or floating time schedule over a period of years.

2. SECONDARY LIVING QUARTERS. Subject to the conditions herein, there may be permitted on any plot a single, secondary living quarters either: i) attached to the primary residence; ii) constructed as a wholly stand-alone secondary structure; or, iii) included as a portion of a multi-use stand alone out-building (the "Secondary Quarters"). The Secondary Quarters may be used solely for the purpose of providing living quarters to a member of the tenant's or resident lot owner's immediate family requiring special assisted living quarter conditions for medical and/or aging related conditions. The Secondary Quarters may be provided only on non-profit terms and conditions, excluding any benefits which may be available to the tenant or lot owner from governmental programs, subsidies, etc. Construction of, and qualifications for the use of, the Secondary Quarters shall be subject to the prior approval of the Architectural Committee provided for and according to the procedures set forth hereinafter.

3. SET BACKS. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No residential dwelling shall be constructed nearer than **fifteen (15) feet to any side building lot line**. For the purpose of this Declaration, eaves, steps, and uncovered 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 building plot to encroach upon another lot or building plot. Every dwelling constructed on any lot shall front, or present a good frontage, to the street on which said lot is located. Dwellings erected on corner lots fronting on more than one street shall front, or present a good frontage on one, or both, of such streets.

4. MINIMUM DWELLING SIZE. The ground floor area of the main residential structure on any building plot, exclusive of porches, patios, and garage, shall not be less than 2000 square feet for a one-story dwelling, nor less than 1500 square feet for a dwelling of more than one story. In any case, no dwelling shall be erected upon any building plot having less than 2000 square feet of finished, habitable floor area. Each residence shall be not more than three

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(3) stories, exclusive of any basement area. Each residence shall have not less than a two (2) car garage.

5. BUSINESS ACTIVITIES. The use of all lots within the subdivision shall be for residential and residential related purposes only. No business, trade, or other commercial activity shall be conducted upon any lot. This is not intended to exclude home offices. Home-based office business which does not involve retail traffic, interfering or inconsistent with the residential nature of the subdivision is acceptable.

6. TEMPORARY RESIDENCES. No trailer, basement, garage, outbuilding, or other detached structure of any kind, located on any lot in the subdivision shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary nature or character be used as a residence, the exception being a modular home for the Developer's use located on Lot 10, Block 2. The modular home shall be removed when development is completed and all lots are sold by the Developer, or by 2022 whichever comes first.

7. FOUNDATION. Foundation shall be designed so as to prohibit exposure of formed concrete above the natural grade. All brick or rock must extend up from below the finish grade of the surrounding ground. Typical conventional dug footing shall be 14 inches wide and 16 inches deep with 4-#4 rebar properly spaced per building code.

8. EXTERIOR WALL FINISH. The exterior walls of any residential structure in the subdivision shall be at least ninety percent (90%) brick or stone veneer. For purpose of calculating the total exterior wall area, all windows and doors of the dwelling shall be excluded. However, the Architectural Committee may, in its discretion, waive in whole or in part the restrictions contained in this paragraph, provided that such waiver is obtained in writing in advance of construction.

9. EXTERIOR PAINT. All exterior paint colors on newly constructed homes are subject to Architectural Committee approval. In the event of repaint by a homeowner, the colors are subject to approval by the Architectural Committee.

10. BRICK. All brick colors are subject to Architectural Committee approval.

11. ROOFS. Roofs shall be constructed using laminated, composition shingles provided said shingles meet the appropriate minimum criteria. Such roofing shall have at least a 30-year warranty, and must meet Underwriters Laboratories Fire and Wind Test pursuant to Federal Specifications SS-S-001534 Class C type I. The color of the shingles shall be restricted to the weathered wood color sold by the manufacturer. However, a majority of the Architectural Committee, may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction. All homes shall have a minimum seven-twelfths (7/12) pitch roof.

12. DRIVEWAYS. Driveways shall be paved from concrete garage parking pad to the street pavement edge and shall be continuously maintained so as to

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avoid unsightly deterioration. Driveways and approaches shall be constructed without the use of culverts, tin horns, etc., yet in such a way as not to impede or obstruct water flow in the private drainage easement along the street, nor in the street bar ditch. The approval by the Architectural Committee of any driveway construction plans shall not create or impose any duties, liability or obligations upon the Architectural Committee members concerning any drainage onto any other lot.

13. OUTBUILDINGS. Only one detached building, garage, shed or other outbuilding of any type ("Outbuildings") shall be constructed or maintained on any lot, excluding "Pool Storage Structures". Outbuildings shall not exceed 1500 square feet under roof.

In addition to Outbuildings, any lot upon which there is constructed a permanent swimming pool, may have a single Pool Storage Structure to be used for the purpose of housing swimming pool pumps, motors and other mechanical items for operation of the swimming pool, as well as items for maintenance and recreation related to the swimming pool. A Pool Storage Structure shall not exceed a total of 300 square feet under roof.

No such detached structures shall be erected forward of a 120-foot front set-back from the front lot line. The highest exterior point of any Outbuilding or Pool Storage Structure shall not exceed twenty-five (25) feet, and shall have no basement level, excluding a storm cellar. All such structures shall be built on a concrete foundation and constructed of new materials that blend and harmonize with other buildings and residences within the subdivision. All exterior facings of any Outbuilding or Pool Storage Structure, not including brick, stone, or pre-colored materials shall be painted or sealed and shall be of a colored version attempting to match the trim colors of the primary residence constructed on the lot. The use of corrugated iron or galvanized iron type siding or roofing is not allowed. Building plans, material specifications and site location for all Outbuildings and Pool Storage Structures must be approved by the Architectural Committee in the same manner as for new residences. Construction of any Outbuilding or Pool Storage Structure must be completed within ninety (90) days after commencement, unless such time shall be extended by the Architectural Committee. No loose debris, scrap piles, or other unsightly accumulations shall be stored outside of any building, which would be or would become unsightly and an aesthetic detriment to the residence and/or the subdivision.

14. MOVE-IN AND PRE-BUILT STRUCTURES. No pre-assembled and delivered "roll-off" outbuildings or pool storage structures shall be allowed in the subdivision. Move-in houses, which includes previously constructed houses, factory-built homes, modular houses, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the residential dwellings in the subdivision to private site-built structures of a conventional nature and to exclude all other pre-built residential structures, the exception being a modular home located on Lot 10, Block 2. The modular home shall be removed when development is completed and all lots are sold by the Developer.

15. TREE HOUSES. No tree houses or platforms in trees, play towers or other similar structures or equipment shall be located in front of any residence. No such structure shall be erected or built on any portion of any lot that would be an aesthetic detriment to the residence of the Sub-Division, and no such structure shall be allowed to deteriorate or exist in an unsightly manner.

16. ATTACHED STRUCTURES. No additional structures may be attached or added on to any residential dwelling without first obtaining approval from the Architectural Committee. No garage shall be used or converted into a residence. No carports or awnings shall be attached to the front of any existing house without the express approval of the Architectural Committee.

17. BRICK MAILBOXES. No portion of any mailbox, its support structure or housing, shall be placed nearer to the street pavement than 2 feet. A concrete apron shall be constructed by the builder (or homeowner if they provide their own mailbox) in front of the mailbox in order to provide a hard surface for mail delivery vehicle access. The apron may or may not be connected to the driveway concrete. The apron shall extend a minimum of 12 feet in each direction along the street from the mailbox center. The mailbox design shall be approved in advance by the Architectural Committee. Any mailbox located on any street right-of-way shall be at the discretion of the lot owner and will be the lot owner's sole responsibility.

18. FENCES. No fence shall be installed on the front portion of a lot in this subdivision between the front property line and the front building line. On a corner lot, a fence can come to the property line on the side yard. Fences shall be constructed of wood plank, split rail, stockade or similar new wood or vinyl materials, stone, brick, wrought iron, or black or dark green chain link. Other types must be approved by the Architectural Committee prior to construction.

19. ABOVE GROUND AND BELOW GROUND TANKS. No tank of any kind and/or for any purpose shall be permitted upon any lot within the subdivision except as may be required by paragraph 33 of these covenants.

20. LANDSCAPING. The area of any property in front of a residence (i.e., front yard), or along the street side (i.e., side yard) in the case of a corner lot, shall be maintained to the street pavement edge so as to be an aesthetic asset to the residence, and shall not be used for vegetable gardening, nursery, or any purpose other than landscaping, in character and harmony with the overall natural features of the subdivision. Each lot owner shall keep all shrubs, trees, grass and plantings of every kind on the property, public and private, to the street pavement edge neatly trimmed, properly cultivated, and free of trash and other unsightly material and vegetation.

21. EASEMENTS. Reserves for installation and maintenance of public utilities, access or drainage are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility or drainage areas, or which may change the direction

of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the property's owner's responsibility and it shall be the responsibility of the property owner to: i) keep the easements, channels, and swells free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swells whether they be in the easements or contained in the individual property owners lot; and, ii) to provide continuous maintenance of the improvements and easements or of the channels or wells except for improvements for which a public authority utility company is responsible; and, iii) each lot owner must maintain and leave in place any drainage areas located on their property, and further, each lot owner with such areas on their property must keep such drainage areas clear of obstructions.

22. ANTENNAS. No free-standing satellite dish, antenna, communication tower, television, radio, or other communication or signaling structure, and/or wiring or other apparatus shall be permitted on any lot. No such structure, wiring, other apparatus or solar panels shall be erected or maintained at the front of any dwelling, or the street view of any dwelling, nor shall same be placed upon the front roof of any residence, or the street-view of any residence, nor stand or be supported by the front portion of any roof, or street view of any roof. Roof mounted devices commonly referred to as "mini-dishes" will be allowed for pay TV use and/or for internet service if required by the provider of such services, and may be erected on any main residence structure in the same manner specified in the preceding sentence. Exceptions to this provision shall be allowed through written permission of the Architectural Committee.

23. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or signs of not more than ten (10) square feet used by a builder to advertise the property during the construction and sales period. Also, no signs shall be displayed to public view on any portion of the subdivision, including street and easement rights-of-way, for the use of any homeowner with the exception of garage sale signs which may be displayed only during time of sale, but not to exceed seventy-two (72) hours.

24. ANIMALS. The keeping of any animals or fowls for breeding or commercial purposes shall not be permitted upon any lot. Livestock, farm animals, and fowl, including, but not limited to, horses, cows, goats, sheep, hogs, pigs, donkeys, mules, ostriches, emus, chickens, guineas, ducks, geese, or any other farm-type livestock, animals or fowls, or wild animals, shall not be allowed on any lot for any purpose whatsoever. A lot owner may keep domestic household pets such as cats or dogs provided that the total number of such domestic pets shall not exceed 2 per lot. Any such domestic pets, except for cats,

shall be kept indoors or in secure pens or fenced-in areas, which shall be kept reasonably clean and maintained in accordance with State Health Department rules and regulations. Cats may be allowed to roam free provided that they do not become an annoyance or nuisance to other lot owners. Dogs shall be maintained in such a manner so as to minimize incessant barking, which may become an annoyance or nuisance to adjoining lot owners, and shall be on a leash while not on its owner's lot.

25. GARBAGE, TRASH CONTAINERS AND COLLECTIONS. All garbage so disposable shall be disposed of in a kitchen sink appliance installed for this purpose by each owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from the street or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to affect such collection. Burning of debris, trash, or other disposable material is permitted in accordance with the regulations of the City of Blanchard and McClain County. Said debris must be burned within 14 days after collection commences except when a burn ban is in effect and/or in cases of collection as the result of natural disaster. Burying below grade of any debris, trash, or other disposable material is prohibited.

26. SPECIFIC PURPOSE/USE VEHICLES. Boats, trailers, motor homes, recreational vehicles, hobby vehicles, commercial vehicles and any other such vehicle either self-propelled or towed shall not be stored, kept, or maintained on any street in the subdivision or forward of the building limit line on any lot. All such vehicles shall be kept within a garage or other outbuilding, or shall be concealed behind an approved and adequate site-proof fence. No type of salvage yard shall be permitted within the subdivision. No off-road, or unlicensed motor vehicles shall be operated within the subdivision.

27. PARKING OF VEHICLES. No truck, semi-tractor and/or trailer rigs, heavy equipment, trailer, other commercial vehicle, or mobile home, either self-propelled, or towed, shall be parked on any street or lot, except for temporary loading and unloading purposes. "Commercial vehicle" shall not include company cars or pickups, which may bear company logos, used in commuting to, from, or in the pursuit of a resident's employment. This provision shall not preclude the temporary parking of passenger automobiles on drives or streets, as may be necessary for recreational, special or other occasional events. No automobile, truck, or other vehicle of any nature shall ever be parked, stored, or located on the street easement except the temporary parking of vehicles for guests, licensees, or invitees of any lot owner; provided that such vehicle shall not block, hinder, or obstruct the use of the street by any other lot owner. All automobiles or pickup trucks utilized by the owner of a lot for ingress and egress purposes shall be parked and maintained in the driveway, garage, or other outbuilding on a lot, or behind an approved and adequate site-proof fence. Commercial pickup trucks owned and utilized by the owner of any lot may be parked in the driveway provided that the occupational cargo is not in view.

28. VEHICLE REPAIR. Repair of vehicles of any kind in public view is prohibited. No inoperable vehicle shall be parked in the street or driveway for

more than forty-eight (48) hours. Operable vehicles in disrepair are also prohibited from public view.

29. VEHICLE SPEED AND NOISE LIMITS. Property owners and other persons traveling the streets within the subdivision shall operate their vehicles in a safe and reasonable manner in accordance with rules of the City of Blanchard and all such vehicles shall be driven at speeds not exceeding 25 miles per hour when children are not present and not exceeding 10 miles per hour when children are present. No vehicles shall be permitted within the subdivision which produce a noise level in excess of 75 decibels at any time.

30. OFFENSIVE ACTIVITIES. There shall be no activity conducted on any lot which is noxious, offensive to the environment, or to the aesthetics or noise levels of a residential neighborhood, or which may become a nuisance or annoyance within the subdivision.

31. ELECTRIC UTILITIES. All electric, telephone, cable, communication, or any other utility service lines extending from the primary service for connection to structures on any lot in the above subdivision shall be installed underground.

32. DECORATIVE/SECURITY LIGHTING. The owner of any lot may install a free-standing yard light for security and/or decorative purposes. If such light is installed in front of the front building set-back line, or in front of the side building set-back line, in the case of a corner lot, the over-all height of the apparatus shall not exceed eight (8) feet and shall be of a decorative style and appearance. Any other free-standing light located on any lot shall be located behind the primary residence (i. e. within the back yard) and must be installed on an aluminum or metal pole of natural color, and must not exceed twenty-five (25) feet in total height. Any such light must be located so as not to encroach upon or cast any unwanted light on any other lot. No exterior lighting or lighting apparatus may be attached, braced, or otherwise mounted on any structure with the exception of soffit-mounted lighting. All exterior lighting such as is described herein must be approved by the Architectural Committee before installation.

33. SEWAGE DISPOSAL SYSTEM. No sewage disposal system shall be located, created or maintained on any lot in the subdivision unless the same has first been approved by the Department of Environmental Quality of the State of Oklahoma, and any such sewage disposal system shall be operated, maintained, repaired, and replaced so as to comply with the requirements of the Department of Environmental Quality of the State of Oklahoma.

34. WATER WELL OR WATER SYSTEM. Any private water well or private water system created on any lot in the above subdivision shall first be approved by the City of Blanchard and the Department of Environmental Quality of the State of Oklahoma, and any such private water well system shall be operated, maintained, repaired, and replaced so as to comply with the requirements of the Department of Environmental Quality of the State of Oklahoma.

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35. MAINTENANCE. All residences, outbuildings, fences, yards and/or other improvements shall be kept in an orderly and well-maintained condition by the property owner, and shall not be allowed to deteriorate or exist in an unsightly manner.

36. ENFORCEMENT. Should the owner, tenant, or occupant of any of the lots above described violate any of the Restrictive Covenants or conditions herein, and thereafter refuse to correct the same and to abide by said restrictions and covenants after ten (10) days notice in writing, then, in such event, the undersigned owners, or their successors in interest to ownership of any lot described above, may institute legal proceedings in the District Court of McClain County, Oklahoma to enjoin, abate, or correct such violation, against the owner or owners of any lot causing or permitting the violation; and any owner found by said Court to be in violation of these Restrictive Covenants shall pay all damages, attorney fees, court costs, and other necessary expenses incurred by the persons institution the legal proceedings to maintain and enforce these restrictions. Any attorney's fees and court costs assessed by the court against any owner violating the terms and conditions of these restrictive covenants shall thereafter become a lien upon the lot of said owner as of the date of such judgment. Said lien shall be enforceable in such action in the same manner as liens upon real estate, the procedure as to which is fixed by the laws of the State of Oklahoma. Any such lien for attorney's fees and court costs shall be subordinate to the lien of any mortgage filed of record prior to the filing of a lis pendens filed in conjunction with the commencement of such action.

37. COVENANT EXTENSION AND AMENDMENTS. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is filed of record, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time, whether before or after same have been of record for more than fifteen (15) years, by a vote, or written consent, of seventy-five percent (75%) of the owners of all lots within the subdivision at the time of any proposed amendments. In addition to the foregoing method of amendment, so long as the Developer, or any entity owned, controlled or affiliated with Developer owns a lot which is part of or otherwise subject to this Declaration, the Developer reserves and is granted the right and power, and may, at any time, and from time to time, without the prior written consent or vote of the owners, make and record special amendments to these covenants and restrictions, and other project documents: i) 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 Veterans Administration, or any other governmental agency or of 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; ii) to induce any such agencies or entities to make, purchase, insure, or guaranty any first mortgage on such owner's lot; and, iii) as may be deemed necessary by the Developer to make technical corrections or resolve conflicts, if any, in or among the project documents. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a

special amendment on behalf of the lot owners. Each mortgage or other evidence of obligation or other instrument affecting a lot and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and consent to, the reservation of the power of the Developer to make, execute and record such special amendments. No special amendment made by the Developer shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner of a lot to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, or insure or guarantee any first mortgage on such owner's lot. Any special amendment shall become effective only upon being recorded in the office of the County Clerk of McClain County, Oklahoma.

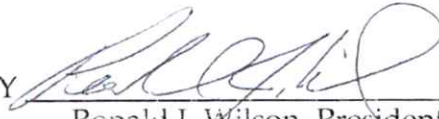
38. POWERS ASSIGNABLE. The Developer and any successor thereto, may appoint, assign or convey to any person, any or all of the rights, reservations and privileges herein reserved to the Developer and the Architectural Committee.

39. PARTIAL INVALIDATION. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This Amendment supersedes and cancels prior Declaration of Covenants and Restrictions of Mockingbird Estates. Upon signing this Amendment, Developer commits that a full copy of said Amended Declaration of Covenants and Restrictions of Mockingbird Estates along with a cover letter highlighting each amendment or revision will be provided to each lot owner via US mail within ten (10) days of receipt of stamped document.

Dated this 09th day of October, 2024.

CIMMARRON HOMES, INC.

BY 
Ronald J. Wilson, President

STATE OF OKLAHOMA)
)
COUNTY OF MCCLAIN)

SS.

This instrument was acknowledged before me on this 09th day of October, 2024, by Ronald J. Wilson, as President of CIMMARRON HOMES, INC., on behalf of the corporation.

Notary Public

