

MOONSHINE MOUNTAIN RESTRICTIVE COVENANTS

For the purpose of providing an orderly development of the property and for the mutual benefit of ourselves and our successors, and for the benefit of the future owners of Lots within the real property described as Moonshine Mountain Subdivision, Pittsburg County Oklahoma.

These Restrictive Covenants are perpetual in nature.

DEFINITIONS

For purposes of this declaration, certain words and terms are hereby defined:

1. Accessory Building: Separate building or buildings located on the same Lot and which are incidental to the dwelling,
2. Building Area: That portion of a Lot within which the construction and maintenance of dwellings and accessory buildings are permitted.
3. Dwelling: The main building on a Lot to be designed for and used exclusively for a residence and to be occupied exclusively by a single family.
4. Ground Floor Area: That portion of a dwelling which is built over a basement or foundation above surrounding grade, but not over any other portion of the dwelling.
5. Lot: Any divided portion of the property described above as shown on the attached description made a part hereof.
6. Survey: The description attached to these Restrictive Covenants which is made a part hereof and which was dated January 15, 2023.
7. Future Survey: Any survey conducted by any party associated with the property at any time later than January 15, 2023.
8. Lot Owner: The individual or entity which is the owner of record of that particular Lot.

COVENANTS

FUTURE SURVEYS:

1. All Future Surveys must have the same beginning point and Basis of Bearing as the description, which is attached hereto, dated January 15, 2023.
2. Sub-dividing Lot less than 3 acres shall not be permitted.

ALLOWABLE STRUCTURES:

1. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than single-family dwellings, a private garage, barn, or shed which shall be for the sole use of the Lot owner.
2. Each Lot may contain up to two single-family dwellings
3. Mobile homes or trailer homes are strictly prohibited.

MINIMUM DWELLING – QUALITY AND SIZE:

1. All buildings shall be of quality construction and workmanship.
2. All buildings erected on any Lot shall be constructed of high-quality materials, such as wood, stone, rock, metal, steel, brick, etc. This provision shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building.
3. The total floor area above the surrounding grade for the main structure, exclusive of open porches, shall be not less than 1000 square feet for any single-family dwelling.

BUILDING AND EASEMENT LOCATIONS:

1. Roadway Easement: There shall be a common easement for a private roadway to provide ingress and egress for owners of property as shown on the survey.
2. Utility Easement: There shall be a utility easement on each Lot as shown on the attached description. The easement is located within 25 feet of the property line dedicated to the roadway easement but shall not be located under the roadway.
3. Building Set-Back: No permanent structure shall be permitted on or within 25 feet of any property line, except that a fence may be constructed along any property line.
4. Placement, construction, and alterations of buildings and fences and planting of vegetation shall be designed and located to minimize the interference of the reasonable view to all owners.

EASEMENTS:

1. Easements for installation and maintenance of public and/or private utilities and drainage facilities are herein reserved as noted on the recorded survey and in Section "Building and Easement Locations" of these Restrictive Covenants.
2. No structure, vegetation/planting, or other material shall be placed or erected over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities, or which may cause the direction of drainage to change.
3. The easement area within each Lot and improvements thereon shall be maintained by the owner of the Lot, except those for which a public authority or utility company is responsible. The Roadway Easement is a publicly maintained road and shall be maintained by the county.

ALTERATIONS OF NATURAL TERRAIN:

1. Perimeter fencing shall be unobtrusive and not obstruct the views of other landowners.
2. After construction, no excavation for the construction of improvements, including landscaping shall be permitted unless said excavation does not substantially alter the drainage or flow of water affecting neighboring Lots.

DILIGENCE DURING CONSTRUCTION:

1. The construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction substantially completed.
2. Construction shall be completed no later than two years from commencement.

3. No building under construction shall be occupied during the course of the original exterior construction or until made to comply with these Restrictive Covenants.
4. No excavation except as is necessary for the construction of improvements shall be permitted and any such excavation shall not substantially alter the drainage or flow of water effecting neighboring Lots.

TEMPORARY STRUCTURES and MOBILE HOMES:

1. With the exception of a travel trailer, no structure of a temporary character shall be permitted upon any Lot except as may be necessary during construction of dwellings and accessory buildings, however no mobile homes shall be allowed during construction.
2. No mobile home may be placed on any Lot for any reason whatsoever including for use during construction.
3. After completion of construction of a single-family dwelling, a travel trailer or recreational vehicle may be kept on the property for personal use only if the travel trailer or recreational vehicle meets these conditions: It must be on inflated tires and it must be in mechanical operating condition. It cannot be occupied as a dwelling while parked on the Lot for more than three days per month.

LIVESTOCK AND POULTRY:

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept for commercial operations on any Lot.
2. House pets are allowed and shall be kept fenced in and not be allowed to roam onto other landowner's property.

COMMERCIAL BUSINESS:

1. No commercial or business operations with onsite sales, or employees which are not residence of the property shall be allowed.
2. Rental of less than one month of any structure is allowed. Short term rentals are allowed.

GARBAGE AND REFUSE DISPOSAL:

1. No Lot shall be used or maintained as a dumping ground or storage for rubbish.
2. All equipment for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition and stored in an unobtrusive manner, either inside or behind a garage or other building, or planting so as not to be visible from other Lots.
3. No debris, junk, or unsightly accumulation of materials shall be allowed to remain on any Lot.
4. Temporary structures used during construction shall be immediately removed upon completion of construction or within two years after commencement of construction, whichever is sooner.
5. After completion of construction and or within two years after commencement of construction, whichever is sooner, all building supplies shall be kept in a clean and sanitary

condition and stored in an unobtrusive manner, either inside or behind a garage or other building, or planting so as not to be visible from other Lots.

SEWAGE:

1. All sewage disposals shall be by on-site sewage disposal systems provided at the cost of the Lot owner.
2. Disposal system shall be either a septic tank with sub-surface disposal field or aerobic disposal.
3. All septic systems must meet State of Oklahoma standards.

STORAGE:

1. No building material of any kind or character shall be placed or stored upon a Lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the Lot upon which improvements are to be erected.
2. Any materials, tools, equipment, automobiles, etc. must be stored in an unobtrusive manner so as not to be viewed from other Lots.
3. No automobile may be stored or parked on any Lot unless such automobile is on inflated tires and in mechanical operating condition.

NUISANCES:

1. No noxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot owners.

WAIVER: The failure of the present owner or any Lot owner to enforce any restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenants, reservations, liens, or charges.

FIREARMS AND WEAPONS: The use of firearms shall be permitted. No excessive firearm uses which become a nuisance or annoyance to other Lot owners shall be permitted.

AMENDMENTS:

1. Any amendment, change, waiver, or cancellation of these Restrictive Covenants, shall be in writing signed by sixty percent (60%) majority of the then (at the time of signing) Lot owners, agreeing to change said covenants in whole or in part.
2. Such amendments shall be filed with the County Clerk of Pittsburg County, Oklahoma.
3. For purposes of this Section and any reference to this Section, an owner is an individual, a group of individuals or entity named in the deed. Each Lot is allowed one vote and one vote only. If ownership is repeated on more than one Lot, each Lot is allowed one vote. If a Lot is owned by more than one individual, or by a Trust or Corporation, that Lot is allowed one vote only and not one vote per owner, settlor, trustee, beneficiary, manager or member.

4. Failure of an owner to vote shall be deemed acquiescence of the change.

ENFORCEMENT:

1. Should any Lot owner, their heirs, or successors, violate any of the covenants and restrictions herein, enforcement shall be by proceedings at law or in equity against such person or persons so violating or attempting to violate such covenant, either to restrain violation or to recover damages.
2. The construction, validity and administration of these Restrictive Covenants shall be controlled by the laws of the State of Oklahoma.
3. If it shall be held at any time that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired, but shall remain in full force and effect.

BINDING:

1. All of the covenants, restrictions, and reservations set forth herein shall run with the land and shall be binding upon all owners of all lots, their heirs, successors, and upon all persons claiming under them.
2. Except as specifically changed, modified, or amended by written instrument, these Covenants and Restrictions shall be and remain in full force and effect.
3. These Restrictions, as changed, modified, or amended hereby, are perpetual in nature and shall run with the land and shall be binding upon all owners thereof, their heirs, executors, administrators, successors, and assigns.

DEDICATION:

1. The deeded easement road is dedicated and granted for the use of the private landowners of all lots as a roadway shown on the original survey.
2. Further granted and dedicated to the private landowners of all lots is the installation and maintenance of utilities, the easements as described herein and shown on the original survey.
3. Landowners will assume responsibility for installation of water meters and metering the water usage accordingly.

R&R Development Holdings LLC reserves unto itself, its successors, and assigns, permanent easements as set forth above and also across and under all of said roadways and Lots shown on the original survey for the purpose of installation, construction, and maintenance of storm drains and tiles, utilities, including but not limited to water and gas mains, electric and telephone lines; provided that no Lot owner or member of the public shall at any time in the future use any part of the roadways, drives or walkways for the purpose of ingress/egress or running any sewer or sanitary tile on, under or across said roadways or drives without written permission of sixty percent (60%) majority of the then (at the time of signing) Lot owners, agreeing, as described in Section "Amendments" of these Restrictive Covenants.

IN WITNESS THEREOF, the undersigned, being the sole and only owners of the Moonshine Mountain Subdivision, Pittsburg County, Oklahoma have executed and signed this instrument, signifying agreement to the covenants herein.

Dated this day: _____.

Jed Rudd, Managing Member

Joseph Rudd, Managing Member

STATE OF OKLAHOMA

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of February 2022, personally appeared, Jed Rudd & Joseph Rudd, Managing Members to me known to be the identical persons who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____