

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS TO  
THE CEDAR HILLS LAKES DEVELOPMENT  
(F/K/A CEDAR HILLS CABINS NORTH SUBDIVISION)**

**Basic Information**

Date: November 27, 2023

Declarant: BB Horizontal Development, LLC, a Texas limited liability company

Declarant's Address:

BB Horizontal Development, LLC  
502 N. Carroll Ave., Suite 100  
Southlake, Texas 76092

Property: Lots 1 – 111 of the Cedar Hills Lakes development being more particularly described on EXHIBIT "A" attached hereto and incorporated herein by reference.

**Recitals**

WHEREAS, Declarant established those certain Covenants, Conditions and Restrictions dated June 20, 2023 and recorded as Instrument No. I-2001-617609 in the Official Property Records of McCurtain County, Oklahoma regarding the Subdivision (the "Original CCR's") at Book 1175, Page 322; and

WHEREAS, Declarant desires to amend and restate the Original CCR's as reflected herein (hereinafter, this "Declaration") and this Declaration shall supersede and replace the Original CCR's.

**Definitions**

"Common Areas" means all areas (including the improvements thereon) within the Property that are not owned by an Owner or are to be owned by the Association, if applicable, for the common use and enjoyment of all Owners, including, without limitation, the roadways within the Property.

"Declarant" means BB Horizontal Development, LLC, a Texas limited liability company, and any successor and assign that acquires all Lots owned by Declarant for the purpose of development and is named as successor declarant hereunder in a recorded document.

"Development Period" means the period commencing on the date of this Declaration and expiring on the earlier to occur of (i) the date upon which Declarant no longer owns any real property within the Property, or (ii) the date upon which Declarant executes and records a document in the real property records of McCurtain County, Oklahoma stating that the

Development Period has terminated, which termination may be effected during the period in which Declarant still owns real property within the Property.

“Easements” means easements within the Property for utilities, drainage and other purposes as shown on the Plat of record as well as those easements for utilities, drainage, Entry Signs, and other purposes entered into by Declarant subsequent to the filing of the Plat which are (i) in furtherance of the development of the Property, or (ii) required to comply with the rules and/or regulations of any utility company or governmental agency having jurisdiction over the Property or any portion thereof.

“Entry Signs” means the entry feature, monument signs and other structure for the Subdivision that are now or hereafter placed by Declarant or its agents (or, if applicable, the Association) on any portion of the Property.

“High Water Level” means the highest elevation level of water which a given Lake or Pond will hold prior to such water flowing over the dam or spillway of such Lake or Pond.

“Lake” or “Pond” means the area(s) identified on the Plat as being designated for a lake or a pond, specifically those areas designated on the Plat as Bear Lake, Eagle Lake, Twin Lakes, and Hidden Pond.

“Lake Lot” and “Pond Lot” means a Lot that includes all or any portion of a Lake or Pond within its boundaries as shown on the Plat.

“Lot” means each tract of land within the Property identified as a lot on the Plat. This definition is interchangeable with the term “Tract” as defined below.

“Owner” means every record owner of a fee interest in a Tract.

“Permitted Watercraft” means a human or electric powered watercraft limited to the following: canoe, kayak, paddleboard, flat bottom boat, and float tube with each not to exceed 16 feet in length and having no combustion engine. Permitted Watercraft shall be allowed to have an electric trolling motor.

“Plat” means the Plat of the Cedar Hills Lakes development recorded in the real property records of McCurtain County, Oklahoma, as may be amended from time to time.

“Residence” means any detached building designed for and used as a permanent residence, a vacation home, or a vacation style temporary rental property lodge or cabin and constructed on one or more Tracts.

“Restrictions” means the covenants, conditions and restrictions contained in this Declaration.

“Single Family” means a group of individuals related by blood, adoption or marriage or a number of unrelated roommates not exceeding three times the number of bedrooms in the

applicable Residence.

“Structure” means any improvement on a Tract (other than a Residence), including a fence, walls, tennis court, swimming pool, outbuilding playground equipment, fire pits/fireplaces, grills or recreational equipment, and, with respect to a Lake Lot or Pond Lot only, a dock extending over the water.

“Subdivision” means the Property covered by the Plat and this Declaration and any additional property made subject to this Declaration.

“Tract” means each tract of land within the Property identified as a lot on the Plat.

“Vehicle” means any automobile, truck, motorcycle, gas-powered boat, trailer, recreational vehicle or other wheeled conveyance, whether self-propelled or towed.

## Clauses and Restrictions

### A. Imposition of Restrictions

1. Declarant imposes the Restrictions on the Subdivision. All Owners and other occupants of a Tract, by the applicable Owner’s acceptance of its vesting deed, lease or other occupancy agreements relating to such Tract, agree that each Tract, as well as later added tracts, within the Subdivision is subject to this Declaration and the Restrictions set forth herein.
2. This Declaration is necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. This Declaration and the Restrictions set forth herein shall run with the land and bind all Owners, occupants and any other persons holding an interest in a Tract.
3. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply shall subject the Owner of such Tract to a fine, damages or injunctive relief, including the recovery of attorneys’ fees and litigation expenses of every type incurred by any person or entity in enforcing the terms of this Declaration, so long as such person or entity is entitled or otherwise authorized to enforce the terms of this Declaration. In addition to the Declarant and the Association, if formed, each Owner of a Tract is hereby authorized to enforce the terms of this Declaration against any other Owner of a Tract.

### B. Plat and Easements

1. The Plat, including, without limitation, the Easements and all matters shown of record as affecting the Property, are part of this Declaration and are incorporated by reference.
2. An Owner may use that portion of its Tract lying within an Easement, excluding

Utility Easements, for any purpose that does not interfere with the purpose of the Easement or damage any facilities relating to such Easement. Owners do not own and shall not disturb any utility facilities located in an Easement. Furthermore, Owner shall not interfere with or otherwise obstruct the flow of drainage channels within any Easement. An Owner and the Owner's invited guests may temporarily park passenger vehicles along a public road in front of the Owner's Tract, provided such parking does not prevent the ability for vehicles to travel along the public road. However, no overnight parking of a passenger vehicle shall be allowed in any public road.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or any Structure placed within the boundaries of an Easement.

### C. Use and Activities

1. Permitted Use. A Tract may be developed for Single Family Residence purposes only; provided, however, that an Owner may develop its Tract as a short-term and/or long-term rental property for lodging purposes. Prior to the expiration of the Development Period, all Structures and Residences must be approved by Declarant or its designated representative. From and after the expiration of the Development Period, all Structures and Residences must conform to the requirements in this Declaration and, upon the formation of an Association, be approved by the Association .
2. Prohibited Activities. The following activities are strictly prohibited on any portion of the Property:
  - a. any activity that is otherwise prohibited by this Declaration;
  - b. any illegal activity;
  - c. any nuisance or noxious or offensive activity;
  - d. any dumping of rubbish, chemicals or sewage;
  - e. any storage of-
    - i. building and/or construction materials including equipment, except during the construction or renovation of a Residence or other Structure;
    - ii. vehicles, operable or inoperable automobiles on a driveway or anywhere on tract (this provision is not intended to prevent the normal, daily parking of passenger vehicles on an Owner's Tract by the Owner or the Owner's tenants during times of occupancy of the Residence);
    - iii. unsightly objects unless completely shielded by a Structure; and
    - iv. boats, jet skis, ATVs, golf carts or any trailers unless stored within a fully enclosed Structure.

- f. any exploration for or extraction of minerals;
- g. any operation of a business, commercial activity, or professional activity, except that minimal commercial or professional activity which occurs entirely inside an approved Structure or Residence is acceptable provided that it is limited so as to not include the following (operation as a short term rental property is not considered “operation of a business, commercial activity, or professional activity” under this paragraph):
  - i. any illegal activity;
  - ii. any storage of large equipment, hazardous chemicals or fleet vehicles;
  - iii. any manufacturing, auto repair, welding or any other business which requires on site repair or production;
  - iv. any commercial signage or advertising on any buildings; with the exception of approved property management companies for the purpose of identifying Residences for rental purposes.
  - v. any transactions which require nor allow customers to come to Property;
  - vi. any regular commercial deliveries, except that commercial deliveries shall be allowed to the extent they are limited to UPS (or equivalent) size cargo vans or smaller and are further limited in frequency to no more than twice per day; and
  - vii. any buying, selling, trading, training or storage of domestic (including dogs and cats), exotic or livestock animals.
- h. any keeping or raising of exotic animals, livestock or poultry.
  - i. any pets being permitted to run at large or to roam the Property without being on a leash.
- j. the display of any signage except-
  - i. one not more than five square feet in size, advertising a Tract for sale or lease, including signs for the purpose of identifying Residences for rental purposes; and
  - ii. political signage which may not be prohibited by law.
- k. installing a mobile home, manufactured home, manufactured housing, motor home or house trailer on a Tract;

- l. moving a previously constructed house onto a Tract;
- m. interfering with a drainage pattern or the natural flow of surface water unless same conforms to Oklahoma and Federal law and does not alter the natural flow of surface water across adjacent Tracts;
- n. hunting and shooting firearms;
- o. building or occupying a Residence or Structure that does not comply with the construction standards provided herein or that does not comply with any governing law, rule, or ordinance; and
- p. ATV use except as used for ingress and egress along the public roads to an individual Tract in the same manner as standard passenger vehicles.

#### D. Construction and Maintenance Standards

##### 1. Tracts

- a. Subdivision Prohibited. No Tract may be further subdivided.
- b. Easements. No easement in a Lot may be granted unless approved by the Declarant or by the Association, should same be formed in the future.
- c. Maintenance. Each Owner must keep the Tract, all landscaping, the Residence, and all Structures situated thereon in a neat, well-maintained, and attractive condition.
- d. Tree Preservation. Removal of trees is prohibited except in areas for the building pad for Residences, Structures and driveways and to remove dead or unsafe trees.
- e. Garbage Cans/Receptacles. Prior to occupancy of any Residence, each Owner must ensure that the Residence is served through County Trash Services in Broken Bow, Oklahoma. Each Residence shall provide a 4'x 4' concrete pad for the mailbox and location for pulley cart trash receptacles that are provided by County Trash Services as part of the service agreement for each Residence.
- f. Public Roads. The Owner of each Tract shall be responsible for that Owner's proportionate share of the cost to maintain the public roads, as shown on the Plat, in good condition. An Owner's proportionate share of such costs shall be determined by taking the number of Tracts owned by the Owner and dividing that number by 111 (i.e., the total number of Tracts within the Property). Should an Owner fail to pay their proportionate share of the cost to maintain the public roads (herein a "Delinquent Owner"), then any other Owner or group of Owners of Tracts may pay the amount owed by the Delinquent Owner and

then sue the Delinquent Owner to recover the amount paid on the Delinquent Owner's behalf. In addition to any relief which might be available under applicable law, the Owner(s) seeking to recover from the Delinquent Owner is/are entitled to bring suit and recover under Paragraph A.3. above.

## 2. Residences and Structures

- a. Maximum Height. The maximum height of a Residence shall not exceed two stories unless approved to exceed two stories by Declarant, Declarant's designated representative or committee, or the Association, should an Association be formed.
- b. Required Square Footage. Excluding Lake Lots, the total area of a Residence, including porches, built on any Tract must be at least 1,400 square feet under roof and contain a minimum of 1,000 square feet of air conditioned space. A Residence built on a Lake Lot must be a minimum of 1,800 square feet under roof, including porches, and contain a minimum of 1,300 square feet of air-conditioned space. Only one Residence is permitted per Tract.
- c. Location on Tract. No Residence or Structure may be located in violation of the setback lines shown on the Plat, and each Residence or Structure must be located at least 25 feet from each Lot boundary. Each Residence must face the front of the applicable Tract line. All Structures must be located behind the front wall of the Residence. Driveways must allow for at least two cars to park in the driveway and parking shall be set back from the edge of the public road a minimum of 30 feet. The driveway must be placed on the street facing side of the residence and shall not extend to the back of the Residence.
- d. Dock Structures. For Lake Lots on Bear Lake, Eagle Lake and Twin Lakes, dock Structures shall not (1) exceed 200 square feet in surface area; (2) have a walkable platform higher than 1.5 feet in height above the High Water Level of the Lake or Pond on which they are located; (3) have railings along the walkable surface of the dock structure which are higher than 3.5 feet above the walkable surface area of the dock Structure; (4) have roof or coverings over any portion of the dock Structure; or (5) extend into the Lake or Pond more than 20 feet from the shoreline when the water is at the High Water Level. For dock Structures on Hidden Pond, dock Structures shall not (1) exceed 100 square feet in surface area; (2) have a walkable platform higher than 1.5 feet in height above the water level as shown on the Plat; (3) have railings along the walkable surface of the dock structure which are higher than 3.5 feet above the walkable surface area of the dock Structure; (4) have roof or coverings over any portion of the dock Structure; or (5) extend into the Hidden Pond more than 10 feet from the shoreline when the water is at the level as shown on the Plat.
- e. Utilities. All Residences shall be connected to and equipped with water and electrical services. All Residences shall have septic systems that comply with

applicable law, all of which present and future rules and regulations are hereby incorporated herein by reference for all purposes. The Owner of a Lot that does not have access to water, electrical or other utilities contained within the boundary of said Lot shall have a cross-connection right to access the adjacent Lot across the roadway for the sole and limited purpose of accessing such utilities. To that end, no Owner shall alter or damage any roadway or the lateral support thereto whether in connection with securing such utility connections or otherwise. Furthermore, in no event shall any Owner open trench or open cut any roadway in connection with securing utility connections and all connections to be made to utilities stubbed to an adjacent Lot must be bored under the roadway. No overhead or above ground utility lines may be constructed or situated on the Property, including, without limitation, any overhead or above ground electrical, television, internet or other communication lines.

- f. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within 120 days and the Tract restored to a clean, orderly and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Tract restored to a clean and attractive condition.
- g. Fences. No fences of any type shall be allowed, including but not limited to privacy fences, wood fences, stone fences, and chain link fences. Notwithstanding the foregoing, however, a chain link fence enclosure, not to exceed 10 feet x 20 feet in dimension, may be constructed for use as a pet run, so long as such enclosure is constructed directly behind the residence and is shielded from view by adequate landscaping bushes or shrubs.
- h. Outbuildings/Sheds. No mobile homes, trailers or RV's can be used as outbuildings on a Tract. Outbuildings/Sheds are considered Structures and will be permitted but must be constructed in a good and workmanlike manner and able to reasonably withstand storms and high winds and must match the applicable Residence in materials, design and color. Outbuildings/Sheds on Lake Lots must be set back away from the water's edge at the High Water Level by a minimum of 75 feet.
- i. Subordination to Mortgages. The breach of any of the Restrictions set forth herein, or any reversion by reason of such breach, shall not defeat, impair, or render invalid the lien of any mortgage, deed of trust, or other valid encumbrance against a Lot that is made in good faith for value.

### 3. Building Materials for Residences and Structures

- a. Roofs. Only metal roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color. The color and materials of the



roof for any additional Structure on a Lot must match that of the Residence situated on that Lot.

- b. Air Conditioning. Window-or wall-type air conditioners may not be used in a Residence.
- c. Tract Identification. Tract address numbers must be displayed and visible from the street.
- d. Colors for Residences and Structures. All exterior building materials and paint shall be neutral colors to blend with the surrounding environment and must be approved in advance by the Declarant or the Association, should same be formed in the future.

E. Additional Restrictions applicable to Lake Lots and Pond Lots

1. The Owners of Lake Lots and Pond Lots shall be jointly responsible for all maintenance relating to the entirety of the specific Lake or Pond covering any portion of the Owner's Lake Lot or Pond Lot as shown on the Plat. Such maintenance shall include, without limitation, (1) maintenance of the water well, if any, (2) installing and maintaining an aeration system to prevent low oxygen events in the Lake or Pond (3) drilling a water well within the Lake to maintain the Lake or Pond at its High Water Level; and cleaning the Lake or Pond to remove algae, moss, lily pads, and other vegetation to the extent such algae, moss, lily pads, or other vegetation covers more than one tenth (1/10<sup>th</sup>) of the surface area of the Lake or Pond.
2. There shall be no public access to any Lake or Pond across any Lake Lot or Pond Lot, including from any public road. In addition, the Owners of a Lake Lot or Pond Lot shall not use or otherwise access the shoreline of another Lake Lot or Pond Lot without the consent of the applicable Owner of the other Lake Lot or Pond Lot.
3. Owners of Lake Lots and Pond Lots, including their guests and invitees, shall be permitted to use and enjoy for recreational purposes the entirety of the water area of Lake or Pond located on their Lake Lot or Pond Lot. Only Permitted Watercraft shall be used in the Lake or Pond.
4. Construction of any dock shall be made of a hardy plank material and not natural wood.
5. The Owner of each Lake Lot or Pond Lot shall be responsible for that Owner's proportionate share of the cost to maintain that Owner's respective Lake or Pond, as shown on the Plat, in good condition. With respect to each Lake or Pond, an Owner's proportionate share of such costs to maintain the Lake or Pond shall be determined by taking the number of Tracts owned by the Owner on that Lake and

dividing that number by the number of tracts shown on the Plat to include that Lake or Pond. Should an Owner fail to pay their proportionate share of the cost to maintain the Lake or Pond (herein a "Delinquent Owner"), then any other Owner or group of Owners owning a Lake Lot or Pond Lot on that same Lake or Pond may pay the amount owed by the Delinquent Owner and then sue the Delinquent Owner to recover the amount paid on the Delinquent Owner's behalf. In addition to any relief which might be available under applicable law, the Owner(s) seeking to recover from the Delinquent Owner is/are entitled to bring suit and recover under Paragraph A.3. above.

#### F. General Provisions

1. Term. This Declaration runs with the land and is binding in perpetuity.
2. No Waiver. Failure by Declarant, the Association, if applicable, and/or an Owner to enforce this Declaration is not and shall not be deemed a waiver.
3. Entry Signs. The Owner of each Tract shall be responsible for that Owner's proportionate share of the cost to maintain the Entry Signs in good condition. An Owner's proportionate share of such costs shall be determined by taking the number of Tracts owned by the Owner and dividing that number by 111 (i.e., the total number of Tracts within the Property). Should an Owner fail to pay their proportionate share of the cost to maintain the Entry Signs (herein a "Delinquent Owner"), then any other Owner or group of Owners of Tracts may pay the amount owed by the Delinquent Owner and then sue the Delinquent Owner to recover the amount paid on the Delinquent Owner's behalf. In addition to any relief which might be available under applicable law, the Owner(s) seeking to recover from the Delinquent Owner is/are entitled to bring suit and recover under Paragraph A.3. above.
4. Corrections; Amendments. Declarant may correct typographical or grammatical errors, ambiguities or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner. Notwithstanding the foregoing, prior to the expiration of the Development Period, this Declaration may be amended by Declarant at its sole discretion and without a vote or the consent of any other party or Owner. Following the expiration of the Development Period, this Declaration may be amended at any time by the affirmative vote of 85 percent of the Owners. Following the expiration of the Development Period, any obligations or requirements under this Declaration affecting only Owners of Lake Lots and Pond Lots may be amended at any time by the affirmative vote of 85 percent of the Owners of the Lake Lots and Pond Lots.
5. Assignment. Declarant may assign, in whole or in part, its rights as Declarant hereunder by executing a document assigning such rights.
6. Severability. If a provision of this Declaration is unenforceable for any reason, to

the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. Taxes. Each Lot Owner shall bear the expense of paying any property tax or ad valorem tax applicable to such Owner's Lot as the same are assessed by taxing jurisdictions.
8. Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, annual notice, however delivered, is sufficient.
9. Annexation of Additional Property. Prior to the expiration of the Development Period, Declarant may, at its sole option, amend the definition of Property by annexing real property into this Declaration and subjecting such real property to the terms hereof. Following the expiration of the Development Period, the Association, if applicable, may annex any real property into the Association and subject such real property to the terms hereof by an affirmative vote of not less than 85% percent of the Owners. Any such annexation of real property shall be evidenced by the recording an annexation agreement that will impose this Declaration on such real property.
10. Dedication of Common Areas. Notwithstanding anything in the Declaration to the contrary, Declarant may, during the Development Period only, dedicate portions of the Common Areas within the Property to the County or the City for use as public parks, roadways or other public uses. Upon any such dedications, the Owners and/or, if applicable, the Association, may continue to be responsible for maintenance and other responsibilities with respect to such portions of the Property notwithstanding such dedication.
11. Pre-suit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the parties will mediate the dispute in good faith.
12. Association. The Owners of 85% of Tracts in the Subdivision may authorize the formation of an association of Owners (the "Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity, and (b) the names and addresses of the initial directors of such Association. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedicator Instruments").

If an Association is formed, every Owner will be a member and agrees to comply with the Dedicatory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply herewith. Membership in

the Association is appurtenant to and may not be separated from ownership of a Tract. If more than one person is an Owner of a Tract, only one vote may be cast for the Tract. The Association will have the powers of an Oklahoma unincorporated nonprofit association and a property owners association for the Subdivision under the Oklahoma Business Organizations Code, the Oklahoma Property Code and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any Common Areas. An assessment on a Tract is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on the applicable Tract, and, if applicable, the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Tract, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Tract not prohibited by the Oklahoma Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Tracts. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

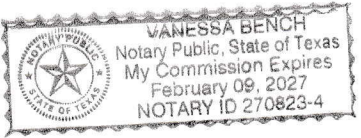
BB HORIZONTAL DEVELOPMENT, LLC,  
a Texas limited liability company

By: CEDAR HILLS CABINS NORTH DEVELOPMENT, LLC,  
a Texas limited liability company,  
its sole manager

By:   
\_\_\_\_\_  
John Terrell, Manager

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 22nd day of November, 2023, by John Terrell, in his capacity as Manager of Cedar Hills Cabins North Development, LLC, a Texas limited liability company and the sole Manager of BB Horizontal Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



Vanessa Bench  
Notary Public, State of Texas  
Printed Name: Vanessa Bench  
My commission expires: 2-9-27

**EXHIBIT "A"**

**Property Description**

See attached Plat

