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Allen, TX 75013

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Allen, TX 75013

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Classic Country Land, LLC

**DECLARATION OF COVENANTS AND RESERVATIONS**

From: **March 26, 2025**

Classic Country Land LLC, a Texas LLC is the owner of the following described real property situated in Pittsburg County, Oklahoma to wit:

Property Name: **Reserves at Cattail Cove Phase I**

**LEGAL DESCRIPTION - See Exhibit "A"**

**Covenants: The following reservations and restrictive covenants are imposed upon the Property, all of which are to be construed as covenants running with the title to the Property and with every part thereof.**

Classic Country Land, LLC intends to subdivide the property and sell the property in parcels and desires to protect the property from environmental harm and unpleasant living conditions.

The foregoing reservations and restrictive covenants are to run with title to the Property and shall be binding upon all parties and all persons owning any part of the Property and shall continue in force until **March 26, 2055**, and shall automatically be extended thereafter for successive periods of ten years, provided however, that the then-owners of two-thirds of the square feet of surface area contained in the Property may vote to change these reservations and restrictive covenants in whole or in part at any time.

If the owner or any person in possession of any part of the Property shall violate any of the reservations and restrictive covenants herein set forth, it shall be lawful for any other person owning any part of the Property to prosecute any proceedings at law or in equity against any person or persons violating any such reservations and restrictive covenants either to prevent the violation thereof, or to recover damages, or both. Invalidation of any of these reservations and restrictive covenants by judgment or court order shall in no wise affect any of the other restrictions and restrictive covenants all of which shall remain in full force and effect.

**Single Family Residential and Recreational Use Only:** All parcels shall be used for residential and recreational purposes only. Under no circumstances shall any commercial activity be permitted, which includes commercial growing of marijuana. One (1) greenhouse for personal use is allowed, so long as it is not larger than 200 square feet (an 8'x24' greenhouse is 192 square feet for example). All uses shall comply with Oklahoma State Building Codes and if applicable, Pittsburg County Building and Zoning Department regulations and permitted uses.

**Dwelling Type (if occupied):** No structure of temporary character; tent, tent shack, or lean-to, travel trailer, recreational vehicle (RV), or camper unit shall be used on any Parcel as a residence. Such structures may be used for recreational purposes only but shall not be allowed to remain on any parcel for more than 21 days per calendar year. There shall be only one single family dwelling.

**Mobile Home:** The erection and installation of a modular home shall be placed on a permanent site, on a permanent foundation. All manufactured homes shall have adequate foundation for the placement and tie-down of one (1) single-family manufactured home to secure the superstructure against uplift, sliding, rotation and overturning, which shall support the weight of the manufactured home. Manufactured homes shall not exceed the minimum age requirement of five (5) years from the date of installation. Skirting shall be placed around the home's perimeter, including any deck, porch or stairway, to screen in any wheels, undercarriage and all views from beneath the home, and to enclose all gaps surrounding and between the manufactured home and ground with permanent material.

**Minimum Dwelling Size (if occupied):** The minimum floor area of any dwelling shall be eight hundred square feet (800 sq. ft.), Exclusive of garages, breezeways, and porches. Tiny homes are subject to approval by Classic Country Land, LLC.

**Pets and Livestock:** Farm animals are permitted with exceptions. They are not allowed to create any nuisance to neighboring landowners. No swine shall be raised, bred, or kept in a commercial capacity. Under no circumstances shall a stockyard or any other commercial activity be permitted. No more than three (3) dogs are permitted. Dogs must be contained to your property.

**Waste and Debris:** Property must be kept free of any refuse, debris, and/or garbage: including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed. Waste materials must always be kept in closed containers. Burying or dumping garbage (including junk, trash, oil, petroleum, any other liquid, and solid waste) or littering of any kind on any parcel is strictly prohibited. If you do not remove such debris within thirty days of notice, you agree to pay Classic Country Land, LLC \$100 per week until this infraction is corrected.

**Structure/Fencing Setbacks:** You agree not to construct any buildings or locate any residence within fifteen feet of a boundary, or as prescribed in any recorded easements or plats.

**SECTION II: The foregoing reservations and restrictive covenants are to run with the land until the Contract for Deed has been paid in full and ownership has been conveyed to the purchaser.**

**Residing on the Property:** You agree not to take up residence on the property until you have completed a Residency Permit from Classic Country Land, LLC. You further agree to keep Classic Country Land, LLC apprised of your full-time address.

**Single Family Residential and Recreational Use Only:** All parcels shall be used for residential and recreational purposes only. Under no circumstances shall any commercial activity be permitted, which includes commercial growing of marijuana. One (1) greenhouse for personal use is allowed, so long as it is not larger than 200 square feet (an 8'x24' greenhouse is 192 square feet for example). All uses shall comply with Oklahoma State Building Codes and if applicable, Pittsburg County Building and Zoning Department regulations and permitted uses.

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**Minimum Dwelling Size (if occupied):** The minimum floor area of any dwelling shall be eight hundred square feet (800 sq. ft.), Exclusive of garages, breezeways, and porches. Tiny homes are subject to approval by Classic Country Land, LLC.

**Subleasing:** You agree not to rent, lease, sublet, loan, or assign any part of this property for the duration of this Contract for Deed.

**Pets and Livestock:** Farm animals are permitted with exceptions. They are not allowed to create any nuisance to neighboring landowners. No swine shall be raised, bred, or kept in a commercial capacity. Under no circumstances shall a stockyard or any other commercial activity be permitted. No more than three (3) dogs are permitted. Dogs must be contained to your property.

**Waste and Debris:** Property must be kept free of any refuse, debris, and/or garbage: including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed. Waste materials must always be kept in closed containers. Burying or dumping garbage (including junk, trash, oil, petroleum, any other liquid, and solid waste) or littering of any kind on any parcel is strictly prohibited. If you do not remove such debris within thirty days of notice, you agree to pay Classic Country Land, LLC \$100 per week until this infraction is corrected.

**Structure/Fencing Setbacks:** You agree not to construct any buildings or locate any residence within fifteen feet of a boundary, or as prescribed in any recorded easements or plats.

**Septic Systems:** If occupied by a residence; a septic system, composting system, a maintained portable toilet, or outhouse must be constructed in accordance with all federal, state, and local standards.

**Environmental Protection and Cutting Timber:** You agree not to cut or remove marketable timber (Any tree with a stump diameter of 16" and larger, no lower than 6" from ground level) from the property without the express written permission of Classic Country Land, LLC during the term of indebtedness. Should you violate this clause by cutting any tree or trees of stated size without permission, you agree to pay Classic Country Land, LLC not less than \$1,000 per tree cut. The beauty of the property is in the mixture of trees and open space. Trees having a stump diameter of 16" and larger, no lower than 6" from ground level may only be cut if the following conditions are met: a) are dead or dying or b) removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. In any event, not more than twenty percent (20%) of any one parcel may be cut or cleared. Any timber cut from the property shall not be removed from the premises or sold for profit; including but not limited to logs, lumber, firewood, etc. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface rock is prohibited. Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.

**Additional Subdivision of Parcels:** No parcel may be subdivided until the Contract for Deed has been paid in full and ownership has been conveyed to the purchaser.

No deviation of any kind shall be permitted from these covenants unless written permission is granted from the Seller.

In witness whereof, these reservations and restrictive covenants have been executed this 26th day of March 2025.

By   
Managing Member

ACKNOWLEDGEMENT  
State of Texas

County of Collin

On this 26th day of March, 2025, before me, the undersigned Notary Public, personally appeared SCOTT WIGGINTON, personally known to me (or proved to me based on satisfactory evidence) to be the persons who signed and executed the foregoing instrument in their authorized capacity.

Signature: 



### Exhibit "A"

The Northeast Quarter, the Southeast Quarter, part of the Southwest Quarter and part of the Northwest Quarter, Section 26 and part of the Southwest Quarter of the Northwest Quarter and part of the Southwest Quarter, Section 25, and part of the Northwest Quarter, Section 36 and part of the Southwest Quarter, Section 26 all in Township 8 North, Range 16 East I.M., Pittsburg County, Oklahoma, more particularly described as follows;

Beginning at the Northeast Corner of said Northeast Quarter of Section 26;

thence South  $01^{\circ}22'47''$  East, along the East line of said Northeast Quarter of Section 26, a distance of 1322.46 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 26; thence South  $01^{\circ}22'47''$  East, along the East line of said Northeast Quarter of the Northeast Quarter, a distance of 661.23 feet; thence North  $88^{\circ}17'39''$  East, leaving said East line, a distance of 660.02 feet;

thence South  $01^{\circ}22'41''$  East, a distance of 661.34 feet; thence North  $88^{\circ}18'13''$  East, a distance of 659.99 feet to the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 25; thence North  $88^{\circ}18'13''$  East, along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 1319.99 feet to the Northeast Corner of said Northeast Quarter of the Southwest Quarter; thence South  $01^{\circ}21'27''$  East, along the East line of said Northeast Quarter of the Southwest Quarter, a distance of 1323.02 feet to the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 25; thence South  $01^{\circ}21'27''$  East, along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 1323.02 feet to the Northeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 36; thence South  $01^{\circ}21'42''$  East, along the East line of said Northeast Quarter of the Northwest Quarter, a distance of 1323.26 feet to the Southeast Corner of said Northeast Quarter of the Northwest Quarter; thence South  $88^{\circ}21'54''$  West, along the South line of said Northeast Quarter of the Northwest Quarter, a distance of 1319.98 feet to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 36; thence South  $88^{\circ}21'54''$  West, along the South line of said Northwest Quarter of the Northwest Quarter, a distance of 1320.17 feet to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 35; thence South  $01^{\circ}22'14''$  East, along the East line of said Southeast Quarter of the Northeast Quarter, a distance of 661.02 feet; thence South  $88^{\circ}18'06''$  West, leaving said East line, a distance of 660.22 feet;

thence South  $01^{\circ}24'31''$  East, a distance of 661.28 feet to a point on the South line of said Southeast Quarter of the Northeast Quarter; thence South  $88^{\circ}19'55''$  West, along the South line of said Southeast Quarter of the Northeast Quarter, a distance of 660.10 feet to the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence North  $01^{\circ}22'13''$  West, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 1321.51 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 35; thence North  $01^{\circ}22'13''$  West, along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 1321.87 feet to the Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 25; thence South  $88^{\circ}15'05''$  West, along the South line of said Southwest Quarter of the Southeast Quarter, a distance of 1320.75 feet to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 26; thence South  $88^{\circ}19'46''$  West, along the South line of said Southeast Quarter of the Southwest Quarter, a distance of 1155.12 feet to a point on the Corp of Engineers line; thence along said Corp of Engineers line the following calls; thence North  $32^{\circ}24'28''$  West, a distance of 961.55 feet; thence South  $88^{\circ}18'56''$  West, a distance of 165.16 feet; thence South  $43^{\circ}21'56''$  West, a distance of 234.53 feet; thence South  $88^{\circ}22'10''$  West, a distance of 660.51 feet to a point on the West line of the Southwest Quarter of the Southwest Quarter of said Section 26; thence North  $01^{\circ}27'49''$  West, leaving said Corp of Engineers line and along said West line a distance of 658.47 feet to the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 26; thence North  $01^{\circ}24'49''$  West, along the West line of said Northwest Quarter of the Southwest Quarter, a distance of 1319.65 feet to the Southwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 26; thence North  $01^{\circ}33'47''$  West, along the West line of said Southwest Quarter of the Northwest Quarter, a distance of 662.04 feet to a point on the Corp of Engineers line;

thence along said Corp of Engineers line the following calls; thence North  $61^{\circ}45'15''$  East, a distance of 1480.44 feet; thence North  $25^{\circ}05'38''$  East, a distance of 740.77 feet;

thence North  $43^{\circ}20'59''$  East, a distance of 468.61 feet; thence North  $61^{\circ}42'19''$  East, a distance of 741.47 feet to the Northeast corner of the Northeast Quarter of said Section 26; thence North  $88^{\circ}14'39''$  East, along the North line of said Northeast Quarter and along said Corp of Engineer line, a distance of 826.73 feet; thence North  $88^{\circ}14'39''$  East, leaving said Corp of Engineers line and along said North line, a distance of 1818.17 feet to the Point of Beginning.

**Less and Except**

The Southwest Quarter of the Southwest Quarter, of said Section 25 and the Southeast Quarter of the Southeast Quarter, of said Section 26, all in Township 8 North, Range 16 East I.M., Pittsburg County, Oklahoma

**Containing a total of 797.44 Acres, more or less.**