

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS OF WOLF CREEK MEADOWS ADDITION, A RECORDED PLAT OF A TRACT OF LAND DESCRIBED AS A SUBDIVISION OF THE W/2 OF THE NW/4 OF SECTION ELEVEN (11), TOWNSHIP FOURTEEN (14) NORTH, RANGE FIVE (5) WEST, CANADIAN COUNTY, OKLAHOMA, SAID TRACT CONTAINING 80.70 ACRES, MOL

### **RECITALS**

WHEREAS, the undersigned, P-PACK LLC ("Developer"), hereby certifies that it is the owner of and the only entity having any right, title, or interest in and to the land hereinabove described consisting of 80.70 acres, more or less, described and depicted on Exhibit "A" hereto, referred to as "Wolf Creek Meadows Addition" or "Wolf Creek Meadows" or "Addition".

WHEREAS, said Developer further certifies that it has caused said land to be surveyed into tracts of land, showing accurate dimensions of said Tracts, the private roadway and utility easement. The Developer hereby reserves for future dedication to the public said private roadway, as may be surveyed, and until such future dedication said roadway shall be the private roadway of the abutting property owners subject to an easement for access by the undersigned, their successors and assigns, to any holder of any easement for utility purposes or otherwise, and said roadway shall always be open to police, fire, and other official vehicles of all state, federal, county, and municipal agencies, and to other owners of property within a part of Wolf Creek Meadows.

WHEREAS, this document is meant to supplement Exhibit "A" (PLAT). In the event any of the terms and provisions of this document conflict with Exhibit "A" (PLAT), the terms and conditions of the PLAT shall control.

NOW, THEREFORE, THE UNDERSIGNED OWNER HEREBY DECLARES that the purpose of providing an orderly development of all the Tracts included in Wolf Creek Meadows and for the purpose of providing restrictive covenants for the benefit of them and their successors in the title to the aforesaid Tracts the undersigned does hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors in title to adhere, and all persons or entities, hereafter becoming an owner, either directly or through any subsequent transfers or in any manner whatsoever of any Tract, shall take hold, and convey same, subject to the following restrictions and reservations, which shall be deemed covenants running with the land.

## ARTICLE I

### DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall be prohibitive) shall have the following meanings:

1.1 "Assessments" Assessments levied on all Tracts subject to assessments under Article 3.1 to fund common expenses, including any reasonable reserve, for the general benefit of all Tracts as more particularly described in Article 3.

1.2 "Association" shall mean Wolf Creek Meadows Homeowners Association, an Oklahoma non-profit organization, its successors and assigns.

1.3 "Building Committee" shall mean the committee designated by said Owner to review and approve the final plans and specifications for any structure to be placed on any lot or building site within Wolf Creek Meadows Addition.

1.4 "Community-Wide Standard" The standard of conduct, maintenance, or other activity generally prevailing at Wolf Creek Meadows Addition. Such that standard shall be established initially by the Developer and may contain both objective and subjective elements. The Community-Wide Standard may evolve as the needs and demands of Wolf Creek Meadows Addition change, as determined by the Building Committee, in its absolute and sole discretion.

1.5 "Developer" shall mean P-PACK LLC. Developer's rights as set forth herein shall terminate upon the sale of the last Tract in the Development. Once terminated, Developer's rights cannot be reinstated.

1.6 "Development" shall mean that property developed by said Developer as a Section of Wolf Creek Meadows Addition.

1.7 "Member" A person and/or entity entitled to membership in the Association. Every Owner shall automatically be a Member, but subject to the limitations on co-Owners as provided in Article 6 herein.

1.8 "Owner" Collectively, one or more Persons or entity which holds record (fee simple) title to any Tract.

1.9 "Person" A human being, a corporation, a limited liability company, a partnership, a trust, or any other legal entity, capable of owning real property.

1.10 "Tract" shall mean any platted lot in Wolf Creek Meadows Addition.

1.11 "Special Assessment" Assessments levied against all residents to cover anticipated or unanticipated costs as more particularly described in Article 3.2.

1.12 “Structure” Any dwelling, house, building, or structure that is constructed upon any Tract, which is used as a primary residence for one family.

## **ARTICLE II**

### **PERMITTED USE OF THE LOTS**

Section 2.1. Except as hereinafter prohibited, all Tracts are hereby designated as residential Tracts, limited to construction of single-family dwellings. No retail commercial activity shall take place on any Tract.

## **ARTICLE III**

### **PRIVATE ROADWAY**

Section 3.1. It is expressly understood that the ingress and egress to all Tracts in said Wolf Creek Meadows Addition is by private roadway as shown on the recorded plat of said Addition, attached as Exhibit “A”, which was created pursuant to the provisions of Title 11. Section 45-104 (E) of the Oklahoma Statutes, and said roadway is not maintained by any governmental entity.

Section 3.2. A petition of at least sixty percent (60%) of the owners of the land by area in Wolf Creek Meadows Addition to improve and dedicate said road easement for public use shall bind all of the then owners. The private roadway easement shall always be open to police, fire, and other official vehicles of all State, Federal, County and City agencies.

Section 3.3. Until such time as the private road easement is improved, dedicated for public use, and accepted by a governmental entity, the Association shall pay all costs of maintenance, repair, and/or surfacing of the private road easement. The necessity for the extent of any maintenance, repair and/or surfacing required shall be determined by the Association. The Association shall be the sole judge as to the appropriate maintenance, repair and/or surfacing of the private roadway.

## **ARTICLE IV**

### **BUILDING RESTRICTIONS**

Section 4.1. The Building Committee shall consist of the Developer, or its designee, as long as Developer owns a Tract within the Addition. Thereafter, the Association shall elect the Building Committee, which shall not consist of more than three (3) Members. In the event that the Developer no longer owns any Tracts in the development and the Board fails to appoint a

Building Committee, then any Plans which need to be reviewed shall be submitted to the Board who shall follow the procedure set herein.

Section 4.2. The purpose of the Building Committee is to ensure construction is in compliance with the provisions of this document and to be aesthetically consistent with other construction in the area.

Section 4.3. The approval or non-approval provided for herein shall be in the complete discretion of the Building Committee.

Section 4.4. No construction of any type shall commence, including, but not limited to fences, outbuildings, residences, driveways, additions, or alterations, on any of the Tracts until the plans, specifications and plot plan showing the location of such structure, have been approved in writing by the Building Committee.

Section 4.5. The plot plan shall show the location of the structure with respect to the property and set back lines.

Section 4.6. The Building Committee shall not unreasonably withhold approval of plans submitted, but shall take into consideration in connection with such approval or disapproval whether such plans and specifications are suitable or desirable for aesthetic or other reasons, including but not limited to size, materials, building site or location, topography, effect upon adjacent existing structures or pending structures.

Section 4.7. Neither the Building Committee or said Owner nor any member thereof shall be liable to any owner or other party for any act of omission resulting from the approval or disapproval of any plan.

Section 4.8. In the event the Building Committee fails to approve or disapprove a plan within thirty (30) days after said plan and specifications have been submitted, such matter shall be deemed to have been disapproved, but without prejudice to resubmission.

Section 4.9. Residences constructed on any of the Tracts of Wolf Creek Meadows Addition may not be constructed to exceed two (2) stories in height. All residences built in said addition shall have no less than 2,000 square feet of living area, with at least 1200 square feet on the ground floor of any two story, excluding garages, porches, patios, basement and unheated storage rooms, eighty percent (80%) of the exterior of all homes shall be of brick or stone. Twenty percent (20%) may be lap siding or other material which blends with the exterior brick or stone or exterior walls. All residences shall have a minimum of a three (3) attached car garage.

Section 4.10. All construction shall be completed within twelve (12) months from the commencement of construction. If construction is not complete within the required timeframe without reasonable cause the Association will have the authority to levy a fine not to exceed fifty dollars (\$50.00) per day for each day beyond the appropriate limit or deadline(s).

Section 4.11. No building, or part thereof, including a carport, shall be located within fifty (50) feet of any roadway easement line, or within ten (10) feet of the side property lines or within twenty (20) feet of the rear property line, unless special permission is given by the Building Committee designated in paragraph three (3). The side property setback restrictions shall not apply to the boundary between contiguous Tracts under common ownership.

Section 4.12. Under no circumstances shall motor homes, mobile homes, campers or trailers be used as a dwelling on any Tract. No inoperable vehicle shall be stored on any Tract unless in an enclosed structure.

Section 4.13. All fences shall be constructed in a good and workmanlike manner. No fences shall be constructed within the front yard portion of any Tract between the front property line and the front set-back line without the written consent of the Building Committee.

Section 4.14. All mailboxes shall be constructed using brick.

Section 4.15. No existing erected building or structure to be used for residential purposes may be moved on to any Tract.

Section 4.16. All homes erected in Wolf Creek Meadows shall adhere to the Community Wide Standards. All Tracts and the improvements located thereon shall be constructed and maintained in a clean and attractive manner. This includes each Tract owner's responsibility to mow their respective Tract to the edge of the private roadway surface.

Section 4.17. No garage or outbuilding on any Tract shall be used as residence or living quarters.

Section 4.18. Outbuildings must be permanent and constructed with pre-finished, painted, metal exterior finish or a material like that of the main dwelling. All outbuildings shall be finished and must color coordinate with the home.

Section 4.19. All propane tanks shall be located underground or screened by fencing or landscaping so that they are not visible from any street or any other Tract within Wolf Creek Meadows Addition.

Section 4.20. Driveways shall be constructed of millings (ground asphalt), asphalt or concrete.

Section 4.21. All construction must be completed in accordance with all relevant building codes in existence at the time of the construction.

Section 4.22. The pitch on all roofs on main dwellings shall be a minimum of nine-twelfths (9/12). Metal, shake, and tile roofs are not allowed. Roofs on all residences are to be 300 pound per square or more of composition shingle.

Section 4.23. All waste disposal systems shall be constructed in strict accordance with the requirements of the Oklahoma State Department of Health. Septic systems or aerobic systems are permitted if installed and maintained in accordance with the requirements of the Oklahoma State Department of Health and the City of Piedmont. Lagoon systems are prohibited.

Section 4.24. The Building Committee shall have the authority to authorize variances in writing from its guidelines and procedures but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the declaration and compatible with existing and anticipated uses of adjoining property. Inability to obtain governmental approval or the terms or requirements of any financing shall not be considered hardship warranting a variance. Notwithstanding the above, the Building Committee may not authorize any variances without the written consent of Developer, as long as Developer owns any portion of the Tracts.

## **ARTICLE V**

### **OTHER PROVISIONS**

Section 5.1. Developer reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on Exhibit "A" as easements, sewer and other pipelines, conduits, poles and wires, and any other method of construction for performing any public, private or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair or maintenance.

Section 5.2. Utilities are permitted in the private roadway easement and/or as reflected on Exhibit "A". In addition to any utility easements reflected on Exhibit "A" the Developer further reserves for its benefit and the benefit of its successors and assigns who are owners of Tracts within Wolf Creek Meadows a five-foot (5') easement for utilities along all boundaries of all Tracts in the Addition. Provided, the owner of any two adjacent Tracts shall have the option of vacating this reserved utility easement on both sides of the boundary line between those two adjacent Tracts so that this reserved utility easement would not interfere with the Owner's use of the adjoining Tracts including, but not limited to, the construction of improvements on the boundary line between said adjoining Tracts.

Section 5.3. No re-arranging, re-subdividing, or re-platting shall be allowed.

Section 5.4. No lot splits shall be allowed without written consent of the Building Committee.

Section 5.5. No trash, ashes, or other refuse may be thrown or dumped on any Tract. Upon completion of construction all unused construction materials shall be removed from the Tract.

Section 5.6. No signs or billboards shall be permitted except those advertising the sale of such a Tract; provided that such signs shall not exceed six (6) square feet in area, except by written approval in advance from the Building Committee.

Section 5.7. The following is a maximum number of large animals (horses, goats, or sheep) allowed on each Tract as follows:

Tracts of 1.99 acres or less: No large animals

Tracts of 2.0-2.49: 1 large animal

Tracts of 2.5 acres or larger: 2 large animals

No pigs are allowed to be kept on any Tract within the Addition.

Section 5.8. No property owner shall use any Tract or any portion of a Tract as a gun range or for target shooting purposes.

Section 5.9. No property owner, utility company, or any other person shall place in any area a structure, or other materials which may change or alter the water flow or drainage. Any drainage channel in or outside of an easement shall be maintained by the Tract owner which abuts said drainage channel. In addition to existing drainage ways and the private roadway easement which can be used for drainage, the Developer reserves the right to construct or designate additional drainage ways.

Section 5.10. Should the owner and/or tenants of any Tract violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions herein contained, after reasonable notice, then in such event the Association or any owner of any Tract may institute legal proceedings to enjoin, abate and/or correct such violation or violations and the owner of the Tract or Tracts permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs and other expenses necessarily incurred by the person instituting such legal proceedings. Said attorney fees shall be fixed by the Court, and attorney fees, court costs and other expenses allowed by the Court shall be a lien upon the Tract or Tracts as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action.

Section 5.11. Invalidity of any one of these covenants by judgment or Court Order, shall not affect any of the other provisions, which shall remain in full force and effect.

Section 5.12. The covenants and restrictions contained herein shall run with the land and shall continue for a period of twenty-five (25) years and thereafter until amended by the owners of at least sixty percent (60%) of the Tracts. Said covenants may be amended pursuant

to the provisions of Title 11, Section 42-1061 of the Oklahoma Statutes. Provided, that as long as the Developer owns any Tract in Wolf Creek Meadows Addition, all amendments must also be approved by the Developer.

Section 5.13. All Tracts shall be maintained in a neat and clean condition. Accumulation of scrap metal or other junk is prohibited. Weeds and brush shall be cut regularly by the Tract owner.

Section 5.14. No provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

## **ARTICLE VI**

### **HOMEOWNERS ASSOCIATION**

Section 6. There is created herein the Wolf Creek Meadows Homeowners Association, with the following terms and conditions:

Section 6.1. The name of the Association shall be: Wolf Creek Meadows Homeowners Association, a non-profit organization. The Developer reserves the right to incorporate said Association. Provided that, by a majority vote, the Members of the Association may elect to incorporate by a vote of all majority of the quorum as provide for in Section 6.6 below.

Section 6.2. All owners of Tracts in Wolf Creek Meadows shall be members of the Association and entitled to one vote for each Tract owned. If more than one person or entity is listed in the office of the County Clerk as the owner of a Tract, then the owner or entity listed first on the Deed conveying ownership on the last recorded Deed conveying ownership of that Tract shall be considered the owner for voting purposes unless otherwise designated in writing by all persons or entities having an ownership interest in that Tract. The Developer shall be entitled to one vote for each Tract owned.

Section 6.3. The Association shall hold an annual meeting of all the Members thereof on the first Monday of May of each year at 7:00 PM at the location to be designated by the President of the Association, commencing on May 1 following when Developer no longer owns any Tracts in the Association. Provided, Developer may elect to commence annual meetings on an earlier date. Notice of this meeting shall be mailed to each Member hereof, at least fourteen (14) days prior to the date of the meeting by the Secretary of the Association. Provided, an action by the Developer as long as the Developer owns a majority of the Tracts in the Association or an action by a majority of the Tract owners in the Association shall be considered as an action of the Association with or without a meeting. As long as the Developer owns at least one (1) Tract in the Association all acts of the Association shall be consented to by the Developer. Financial

statements for the preceding calendar year (if any) and the budget for the current calendar year shall be presented at each annual meeting.

Section 6.4. At the annual meeting the Members of the Association shall elect the following officers: President and Secretary/Treasurer. The officers shall be responsible for and have authority to carry out all terms and provisions hereof. The officers must also be Members of the Association, except for Braden Bennett or Monte Monroe. Until the first annual meeting the officers shall be:

President Braden Bennett

Secretary/Treasurer Monte Monroe

The officers shall make up the Board of Directors for the Association.

Section 6.5. The primary purposes of this Association shall be to provide road maintenance and streetlights (if any) and the maintenance of Tracts when neglected of any Tract owner within the Addition.

Section 6.6. One- half of all Members present at a meeting in person or by proxy of the Association shall constitute a quorum and a vote of majority of the quorum will be binding on the Association and Members.

Section 6.7. It is further understood between the parties that as each Tract is sold the buyer automatically becomes a Member of this Association.

Section 6.8. Special meetings of the Members of the Association may be called by any officer or a majority of the Members upon at least fourteen (14) days written notices to all Members. No special meetings may be called without the approval of the Developer as long as the Developer owns at least one (1) Tract in the Association.

Section 6.9. The Board shall keep complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in accordance with generally accepted accounting practices. The books and records, authorizations for payment if expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Tract Owners and their agents or attorneys during normal business hours and at any other reasonable time.

Section 6.10. The Board shall acquire and pay for expenses of the Association, all goods and services reasonably necessary or convenient for efficient and orderly maintenance of all portions of related facilities, or improvements not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limited to) policies of insurance, if any, maintenance, repair, and general upkeep of the road. The Board may hire such employees or independent contractors, as it considers necessary.

Section 6.11. So long as a Board Member, officer of Association Members, or Developer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, then no such person shall be personally liable to any Owner, or to any other person, including the Association for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance maintained by the Board.

Section 6.12. Every Owner and occupant of a Tract shall at all times comply with the rules of the Association. The Board may impose sanctions for violation of the governing documents or any rule or regulation, after notice and a hearing. Such sanction may include, without limitation some or all of the following, in the sole and absolute discretion of the Board:

- 1) Imposing reasonable monetary fines which shall constitute a lien upon the violators Tract.
- 2) Suspending a member's right to vote

## **ARTICLE VII**

### **ASSESSMENTS**

Section 7.1. The annual assessment shall be due beginning on the 1<sup>st</sup> of January of each year. The first annual assessment shall be assessed no sooner than one (1) year from the date of recording this Declaration.

Section 7.2. The amount of assessment per Tract, annual or special, shall be uniform throughout Wolf Creek Meadows, but the assessment shall be prorated from the first year of ownership.

Section 7.3. The first annual assessment shall not exceed \$300.00 per Tract.

Section 7.4. The Association by majority vote and with consent of the Developer as long as the Developer owns any Tract in Wolf Creek Meadows, may change the amount of the annual assessment as necessary not to exceed twenty percent (20%) above the maximum assessment without the necessity of a vote of the membership of the Association.

Section 7.5. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost for the maintenance, repair or surfacing of the private road easement.

Section 7.6. Unpaid assessments shall become a lien against the Tract if not paid within thirty (30) days of the due date and shall also be deemed a personal obligation of the owner of

that Tract. The Association may file a Notice of Lien against any Owner and Tract for which the dues remain unpaid for thirty (30) days and may foreclose such Lien in the same manner as a Mechanics and Materialman's Lien pursuant to Title 42 of the Oklahoma Statutes. In the event the Association retains legal counsel to collect unpaid dues and/or foreclose this Lien, the Association shall recover from the Owner and Tract all costs and attorney fees.

Section 7.7. The Developer shall not be liable for the payment of any assessment for any vacant Tract owned by the Developer. With respect to any Tract upon which the Developer constructs improvements, the Developer shall be responsible for the payment of assessments from and after the time the construction of a residence is completed. "Completed" shall mean all finishes have been installed and the subject property is capable of sale/occupancy.

Section 7.8. The lien of the assessment provided her herein shall be subordinate to the lien of any first mortgage lien priority real estate mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any tract which is subject to an y mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfers shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof nor shall such sale or transfer release personal liability of the Owner foreclosed.

P-PACK LLC

By: \_\_\_\_\_  
Braden Bennett

Before me, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Braden Bennett to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Manager of P-PACK LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Exhibit “A”**