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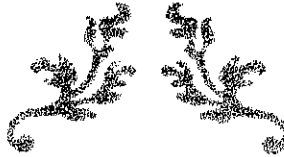
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DECLARATION OF COVENANTS AND RESTRICTIONS OF WOLF CREEK ESTATES

A SUBDIVISION IN THE SOUTHWEST QUARTER
OF SECTION 25, TOWNSHIP 9 NORTH,
RANGE 5 WEST OF THE INDIAN MERIDIAN
AN UNINCORPORATED AREA OF
GRADY COUNTY,
STATE OF OKLAHOMA



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**EXHIBIT "B": LEGAL DESCRIPTION OF ALL COMMON AREAS, EASEMENTS AND
PROPERTY SUBJECT TO GRANT, SALE, CONVEYANCE AND CHARGE TO WOLF CREEK
ESTATES HOMEOWNERS ASSOCIATION, BY THE DECLARANT, TONY SCOTT,
MANAGING PARTNER, SCOTT BORTHERS DEVELOPMENT LLC AS COMMON
SUBDIVISION EASEMENTS AND PROPERTIES OF WOLF CREEK ESTATES, A
SUBDIVISION TO THE COUNTY OF GRADY, STATE OF OKLAHOMA 26**

I-2024-013365

10/24/2024 9:51am

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Pg 0554-0581

Fee: \$72.00 Doc: \$0.00

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DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT, SALE, CONVEYANCE AND CHARGE TO THE WOLF CREEK ESTATES HOMEOWNERS ASSOCIATIONAS TO COMMON SUBDIVISION PROPERTIES FOR WOLF CREEK ESTATES, LOTS 1-36, A SUBDIVISON IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN AN UNINCORPORATED AREA OF COUNTY OF GRADY, STATE OF OKLAHOMA

On this 18th day of October 2024, Tony Scott, Managing Partner, Scott Brothers Development, LLC, an Oklahoma Limited Liability Company, 2441 Tecumseh Road, Blanchard, OK 73010, Owner and Declarant of WOLF CREEK ESTATES, a platted subdivision to the County of Grady, Oklahoma, (the "Declarant"), for the purpose of providing for the stability and preservation of the residential values, amenities and standards of this Subdivision and all extensions, supplemental dedications, and phases thereof, hereby:

Declare and subject the said property, as specifically described and set out in the legal description designated in Exhibit "A" to the Covenants, Conditions, and Restrictions as hereinafter set out all of which shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in the property platted as Wolf Creek Estates or any part thereof and shall insure to the benefit of each owner thereof, and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as a dominant tenement and

The Declarant further Grant, Bargain, Sell and Convey the common subdivision properties designated in Exhibit "B" to the Wolf Creek Estates Homeowners Association, an entity, whose membership consists of all property owners of the Wolf Creek Estates Subdivision and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Home Owners Association, created by the Declarant to own manage, maintain and care for the common property, easements and common interest of Wolf Creek Estates Subdivision property owners all for the benefit of each and every owner of property in the Wolf Creek Estates Subdivision and the County of Grady as a beneficiary of the duty of maintenance of Common Subdivision property, easements, values, amenities and standards by the Wolf Creek Estates Homeowners Association.

ARTICLE I: DEFINITIONS

1.1 "Additional Property": Any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association.

1.2 "Architectural Committee": A committee formed under and as a part of the Wolf Creek Estates Homeowners Association, which shall have the duties and authority to provide for the supervision and approval, where required, of the construction and development within the Wolf Creek Estates Subdivision all as specifically proved in this document.

1.3 "Association": The Wolf Creek Estates Homeowners Association, an entity created by the developer of Wolf Creek Estates, a Subdivision to the County of Grady, to own, manage, maintain and care for the common property, easements and common interest of Wolf Creek Estates Subdivision property owners providing stability and preservation of values, amenities and standards of this subdivision.

1.4 "Board": The Board of Directors of Wolf Creek Estates Homeowners Association.

1.5 "Bylaws": The bylaws of the Wolf Creek Estates Homeowners Association, as existing at the time of organization and as may from time to time be amended.

1.6 "Certificate": The Certificate of Incorporation of the Wolf Creek Estates Homeowners Association, as filed in the office of the Secretary of State of the State of Oklahoma, and as may from time to time be amended.

1.7 "Common Areas or Common Property": The portion of the subdivision property shown and designated on the Final Plat of Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma, as Common Area or Common Property; any property added to the development as "Common Area or Common Property" by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association; any Community Fencing installed upon platted community property or easements secured by the Wolf Creek Estates Homeowners Association; any Entrance Signage or Interior Subdivision Signage; and any property purchased or acquired by the Wolf Creek Estates Homeowners Association.

1.8 "Community Fencing": Any fence installed by the Developer or the Wolf Creek Estates Homeowners Association on common area property or easements or at and as part of the Entrance Signage.

1.9 "Declarant": Shall mean the Developer of Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma, Tony Scott, Managing Partner, Scott Brothers Development LLC.

1.10 "Detached Structure": Shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves, and shall include, but not be limited to the primary structure which it serves, and shall include, but not be limited to shops, carports, garages, outbuildings, tool sheds, kennels, animal pens, cabanas, greenhouses and any temporary structures.

1.11 "Entrance Signage": The signage installed at or near the entrance to the subdivision identifying the name of the subdivision.

1.12 "Exterior Areas": This term is used to define any area in front of the house. Any other part of the house from the garage or side fence line is not considered exterior area. Basically, this area is from the front of the house to the road.

1.13 "Lot": Each individual tract of land platted and designated a "Numbered Lot" in the Final Plat of Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma or any property added to the development as a numbered lot by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association and does not include the Common Areas of said subdivisions.

1.14 "Member of Wolf Creek Estates Homeowners Association": Those persons owning lots in Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma or any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association. Member voting rights shall, as hereinafter provided, be vested in two (2) phases:

a During the period of initial development and at all times that the Declarant shall own more than one third (1/3) of the lots platted in the Wolf Creek Estates, Subdivision, a platted subdivision of the County of Grady, State of Oklahoma, and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association, said Declarant shall have ten (10) votes for each lot owned.

b After the Declarant owns less than one third (1/3) of the lots platted in the Wolf Creek Estates Subdivision, the Declarant member of the Wolf Creek Estates Homeowners Association shall have ten (10) votes for each lot owned. In no event shall more than ten (10) votes be cast with respect to one (1) lot by a lot owner or owners; where there exist multiple interest holders (i.e. husband and wife) they shall collectively cast one (1) vote.

c After the Declarant owns less than one third (1/3) of the lots platted in the Wolf Creek Estates Subdivision, each member of the Wolf Creek Estates Homeowners Association shall have one (1) vote for each lot owned. In no event shall more than one (1) vote be cast with respect to one (1) lot by a lot owner or owners; where there exist multiple interest holders (i.e. husband and wife) they shall collectively cast one (1) vote.

1.15 "Owner": The record owner, whether one or more persons, of the fee simple title to any lot as recorded in the office of the Grady County Clerk's office. Where a lot is or has been sold under contract the record owner may, but is not required to, assign the voting right to the contract buyer during the term of the contract.

1.16 "Person": In regard to references to Lot Owners or Wolf Creek Estates Homeowners Association members, shall an individual, couple, or group of Individuals, a corporation, partnership, association, trust, or other legal entity, or any combination thereof holding legal title to a Lot in the subdivision.

1.17 "Plat": The Final Plat of the Subdivision property, prepared in accordance with State requirements and approved for filing by the Board of Grady County Commissioners and filed in the office of the County Clerk of Grady County, Oklahoma.

1.18 "Private Drainage Easement": An easement across and over individual lots of this subdivision, Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association, and benefiting the individual and collective lot owners of the subdivision and held in the name of the Wolf Creek Estates Homeowners Association. Such Private Drainage Easements shall be designated on the officially recorded plat of the subdivision.

1.19 "Supplementary Declaration": A supplementary Declaration of Covenants and Restrictions by the Declarant relating to property added to this subdivision by supplementary dedication, declaration or subdivision phase as hereinafter provided.

1.20 "Visible from Neighboring Property": Shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of such neighboring property on or within the building set-back lines as platted, at an elevation no greater than the elevation of the base of the object being viewed.

1.21 "Visible from the Street": Shall mean as to any given object within the property, that such object is visible to person six (6) feet tall, standing on any street right-of-way within the subdivision at an elevation

ARTICLE 2: COVENANTS AND RESTRICTIONS

Development Classification, Character, and Construction Provisions

2.1 This Subdivision shall be a single-family residential development and each lot shall be used exclusively for a single-family residential dwelling which shall conform to the following restrictions:

a A residence shall have a minimum of Seventeen Hundred square feet (1700) of heated and cooled living space exclusive of garage, covered porches, and breezeways. If a residence is more than one (1) story in height, the ground floor shall contain a minimum of One Thousand Two Hundred (1,200) square feet.

b No house or building shall be located on any lot nearer to the front line than twenty-five (25) feet or the minimum building set back lines shown on the recorded plat. Unless designated otherwise, side yard building line is a minimum of 10 feet. Unless designated otherwise, back building lines are a minimum of 10 feet.

c A residence shall be constructed with a principal exterior of sixty-five percent (65%) brick or stone with the balance of the exterior structure constructed of wood, shingles, or material which will blend with the brick or stone.

d A residence shall not exceed two (2) stories in height.

e A residence has an attached garage capable of storage of not less than three (2) vehicles and not more than five (5) vehicles.

f A residence shall be comprised of new on-site construction.

2.2 All drives and approaches shall be constructed of concrete and the placement a driveway intersection with the street shall be approved by the Architectural Committee, as part of the site plan approval process, to minimize traffic interference and to provide complementary esthetic development of the subdivision.

2.3 All Storage or shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings including but not limited to detached garages or

shops, carports or roofed partial enclosures, equipment sheds, kennels, or greenhouses shall be approved by the Architectural Committee, prior to initiation of construction, and shall be constructed so as to conform to the architectural style of the main structure and the material of the structure will be made of brick, stone, metal or fiberglass material. The structure must have a concrete floor and be behind the back of the house behind the natural fence line if installed.

2.4 Any solar collection panels placed upon a structure or on a residential lot shall be approved by the Architectural Committee, prior to installation, with evaluation of the appropriateness thereof based upon aesthetics and the creation of an interference with the use of the neighboring lots.

2.5 No garage or portion thereof shall be converted to a room or living space.

2.6 No lot shall contain more than one (1) single-family residence.

2.7 Parking on any landscaped area is not permitted.

2.8 No lot shall be divided or combined with an adjacent lot. It is specifically noted that Lot Line Adjustment, if equitably necessary in the opinion of the Architectural Committee of the Wolf Creek Estates Homeowners Association and the Planning Commission of Grady County may be allowed.

2.9 No Person shall park, store or keep any large commercial type vehicle, bus, any recreational vehicle (camper unit, motor home, trailer, boat trailer, mobile home, utility trailers or other similar vehicle), boats, commercial equipment, or any vehicle other than a private passenger vehicle on exterior areas of any Lot to include driveways. The only exceptions are campers, boats or other recreational vehicles which may be parked on or near a Lot for the purpose of loading and unloading or cleaning for a period not to exceed 24 hours. Pick-up trucks and camper trucks up to and including one (1) ton rated, when used for everyday-type transportation, are permitted on the residences driveway. The Board may adopt rules to further refine or supplement this section.

2.10 No Animals allowed under the zoning of the Grady County shall be maintained for commercial breeding purposes. No wild animals, livestock, or exotic pets of any kind shall be raised, bred, or kept in any Lot, except that a reasonable number of common household pets may be kept in Lots. Dogs shall at all times whenever they are outside of a Dwelling be on a leash or otherwise confined in a manner acceptable to the board. No animals shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Upon the request of any Wolf Creek Estates Homeowners Association member, the Board, or its assigned Architectural Committee shall determine in its sole discretion, if a particular animal shall be considered to be a household or yard pet, an allowable number of such animals and if an animal constitutes a nuisance. This judgment can add to, but not take away from the city or county statutes.

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2.11 No signs advertising home-based business shall be placed upon any lot.

2.12 Fencing must be submitted to the Architectural Committee for Approval. On all perimeter and corner lots, the beauty side of said fence shall face outward with the post and framing located within the yards adjacent to the subject homes. No fences shall be installed on the front portion of lots in the subdivision between the front lot line and the front building set-back line, except on a corner lot where fence can come within 15 feet of property line on side yard or properties facing major county road(s). Fences shall be constructed of wrought iron, chain link, wood plank, stockade, or similar wood material, stone or brick.

2.13 All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate. Discarded items may not be left in the front of a Lot except for scheduled pickup. Trash, garbage, recycling, and other waste shall be kept in covered, sanitary containers. Except on collection days, trash bins or containers will not be visible from neighboring properties and will be returned promptly after collection. All trash, garbage, recycling, and other waste containers will not be visible from the street. Discarded items may not be left for pick up by charitable or commercial organizations earlier than the evening prior to a scheduled pick up.

2.14 No fires shall be started or maintained upon any Lot, except within a fireplace or a cooking stove, barbecue, oven, pit, or commercially manufactured outside heaters. No trash, garbage or rubbish shall be disposed of at any time by incineration.

2.15 No noxious or offensive activity shall be carried on in any Lot or anywhere in the Community, nor shall anything be done which may be or become an annoyance or nuisance to the other residents. Nuisance may include, for example, barking dogs, amplified sound systems, a visual blight, loud, noxious, odorous, destructive, offensive activity or anything which causes significant embarrassment, disturbance or annoyance to others. Some activity at inappropriate times may constitute a nuisance. Because a nuisance is largely subjective, the Association is not obligated to become involved in such disputes except as follows: If the nuisance is such that it disturbs more than one household, the Association shall take appropriate action to abate the nuisance if the affected Occupants request in writing that action be taken by the Board. The Board has discretion as to what action is appropriate to the nuisance. If the nuisance is such that it only disturbs a single household, then the disturbance may not be sufficient to require intervention by the Association and the two parties may be directed to resolve their dispute by their own means which could be by a court of law or official police officers.

2.16 No vehicle which emits extraordinary levels of exhaust pollution or noise, as determined by the Board, shall be operated within the Community. At no time is any ATV, four-wheeler, or

motorcycle allowed on common areas. Golf carts are permitted in the addition if maintained in a safe and legal manner. At no time will any vehicle be allowed to operate over 25 mph.

2.17 Vehicles must display a current registration and be operable. Vehicles parked outside must be maintained in such a condition that they do not create a visual nuisance.

2.18 The platted reservations and easements for utilities and drainage provided for in the Final Plat of Wolf Creek Estates, a platted subdivision of the County of Grady, State Oklahoma, and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by Wolf Creek Estates Homeowners Association that are not dedicated to the County of Grady shall be maintained in their original condition or its equivalent by the property owner.

2.19 No structure or other material shall be placed or permitted on any lot to remain within such easement area which would damage or interfere with the intended installation and maintenance of utilities or drainage. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by a public authority or utility company or their functional equivalent if modification is necessary shall be the Owner's responsibility. It shall be the responsibility of the Owner to:

a Keep the easements, channels and swales, or their functional equivalent if modification is necessary, 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 swales, whether they be in easements or contained on the individual Owner's Lot;

b Provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible,

c Conform to the drainage plan for the Subdivision, if any, on file with the County of Grady, State of Oklahoma, and otherwise in accordance with the Subdivision, if any, on file with the County of Grady, State of Oklahoma. Erosion control measures required by Grady County or any other governmental authority having jurisdiction over the Property shall be the responsibility of the Lot Owner.

2.20 The Board of the Wolf Creek Estates Homeowners Association shall have the following rights of entry, maintenance and special assessment to enforce and insure the maintenance of the platted reservations and easements for utilities and drainage and all small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by a public authority or utility company as noted above.

In the event any Owner, in the opinion of the Homeowners Association, has failed to maintain the platted reservations and easements for utilities and drainage and all small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by a public authority or utility company, as aforesaid, the Board shall give said Owner notice in writing of the deficiencies. Said Owner shall have thirty (30) days within which to cure the deficiencies unless, in the reasonable judgment of the Board upon written notice, a shorter "cure" period is warranted under the circumstances. Should the Homeowners Association or secure a reasonable extension of time therefore from the Homeowners Association, the Homeowners Association shall be authorized to have the work the work performed at the expense of the Owner. There shall be added to the actual cost of the work fifteen percent (15%) to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner of the cost of performing the work, and if the Owner does not pay within fifteen (15) days, said cost shall be deemed an unpaid special assessment under Article 3 hereof, and shall be a lien on the Owner's Lot and subject to all collection rights herein provided.

2.21 The Board of the Wolf Creek Estates Homeowners Association, or its assign, designees, agents or employees shall have the right, after reasonable notice to the Owner of a Lot, to enter upon any Lot at reasonable hours on any day except Sunday or a legal holiday to perform the maintenance provided for in this section.

ARTICLE 3: WOLF CREEK ESTATES ARCHITECTURAL COMMITTEE, COVENANT FOR ASSESSMENTS, RIGHT OF USE, ENJOYMENT AND BENEFIT BY PROPERTY OWNERS

3.1 The Wolf Creek Estates Homeowners Association ("Homeowners Association") is an entity whose membership consists of all property owners of the Wolf Creek Estates Subdivision and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Homeowners Association, created by the Declarant to own, manage, maintain and care for the common property, easements and common interest of Wolf Creek Estates Subdivision property owners all for the benefit of each and every owner of property in the Wolf Creek Estates Subdivision and Grady County as a beneficiary of the duty of maintenance of common subdivision property and easements by the Homeowners Association. The Homeowners Association shall be organized and managed in accordance with the following provisions.

3.2 The property owners of any Lot of Wolf Creek Estates, a platted subdivision of the County of Grady, State of Oklahoma and any property added to the development with the approval of the County of Grady by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association shall have an individual and

common right to the use, enjoyment and benefit of the common properties and easements owned by the Homeowners Association, which rights shall be subservient to the interest and rights of the Association and subject to the rules and conditions contained herein and as adopted from time to time by the Homeowners Association.

3.3. Membership in the Homeowners Association, shall be automatic and mandatory for every person or entity who is a record owner of a fee interest in any Lot of Wolf Creek Estates, a platted subdivision of the County of Grady, State of Oklahoma, and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Homeowners Association. Voting rights shall be by representation through Lot ownership.

3.4. During the period of initial development and at all times that the Declarant shall own any of the lots platted in Wolf Creek Estates, a platted subdivision of the County of Grady, State of Oklahoma and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by Homeowners Association, said Declarant shall have ten (10) votes for each lot owned.

3.5. Each owner of a Lot within the Wolf Creek Estates Subdivision shall have one (1) vote for each Lot owned, with the exception of the Declarant. In no event shall more than one (1) vote be cast with respect to one (1) lot by a lot owner or owners; where there exist multiple interest holders (i.e. husband and wife) they shall collectively cast one (1) vote.

3.6. A quorum of fifty-one percent (51%) of the members, present in person or by proxy shall be required to conduct business at a meeting of the Homeowner's Association and resolutions and motions shall be adopted by a simple majority unless a greater percentage vote is specified in this Declaration or amendments thereto. If a quorum should not be present at a scheduled meeting, those present may: (1) continue the meeting from time to time, without further notice, until a quorum is secured or (2) by vote of those present elect to give specific notice of no less than (10) days or more than forty (40) days of the business to be conducted at the next continued meeting with specific and exact language of the resolutions or motions to be considered and the date, time and place of such meeting and at such noticed meeting, the Members present, although less than a quorum, shall be fully empowered to conduct the noticed business.

3.7. Roberts Rules of Order shall apply to the conduct of all Homeowners Association meetings subject to any specific variations or deviations provided in this Declaration.

3.8. The Board of the Homeowners Association shall secure general liability insurance for coverage of accidents which might occur on the common areas or damage that might occur from

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acts of or the failure to act by the Board, its agents or employees. The Board shall determine the appropriate scope and amount of coverage.

3.9. The Board of the Homeowners Association shall receive and accept ownership of the platted common areas and easements and any property added to the development by virtue of a supplementary dedication, declaration, subdivision phase or purchase by the Wolf Creek Estates Homeowners Association.

3.10. The Board of the Homeowners Association shall have the right and authority to dedicate or convey easements over or through or fee title interest in and to all or any part of the Common Areas to which it has acquired legal title to any public agency, authority, or utility subject to: (a) As to easements; The Architectural Committee shall approve the plans for any such easement and conveyance prior to the conveyance by the Board; (b) As to conveyances of fee title: The members of the Association shall approve such conveyance by an affirmative vote, in person or by proxy of two-thirds (2/3) of all members following notice of not less than ten (10) days or more than forty (40) days of the proposed action and the meeting date, time and place; and (c) such conveyance shall not affect or compromise the non-profit status of the Wolf Creek Estates Homeowners Association (if such status is secured and maintained).

3.11. The Board of the Homeowners Association shall manage, maintain, repair, and, to the extent deemed appropriate by the Board, improve the easements, the common areas and the roadway medians and borders in a manner which will benefit the subdivision and all Lot Owners/Members.

3.12. The Board of the Homeowners Association shall install and maintain the entrance signage upon the entrance signage easement granted to the Association.

3.13. Any Lot Owner/Member may delegate his right of enjoyment of the Common Areas to the members of the Lot Owner/Member's family or the Lot Owner/Member's tenant or contract purchasers who reside on such Owner/Member's Lot. No further delegation of use shall be permitted, and all use shall be subject to the rules and conditions of this document and any amendments adopted by the Wolf Creek Estates Homeowners Association.

3.14. Wolf Creek Estates Homeowners Association shall be the beneficiary of the following covenant for assessment and the Homeowners Association and the Lot Owners/Members shall be subject to the following provisions:

a **Covenant for Assessments**. Each Lot Owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) Annual Assessments, (2) Special Assessments for

capital improvements, and (3) Special Assessments to complete maintenance deficiencies of a Lot Owner/Member, all of which assessments are to be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the Lot against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the Person who is or was the Owner of such property at the time when the assessment fell due.

b **Purpose of Assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners in the Subdivision and for the improvements and maintenance of the following: Common Spaces, Private Access Easement Areas, all improvements and lighting installed by the Homeowners Association or the Declarant of the Properties, and to pay expenses incurred by the Homeowners Association in the accordance with its By-Laws.

c **Basis and Maximum of Annual Maintenance Assessments.** From and after January 1, 2023, for each Owner of any Lot, the annual maintenance assessment shall be \$200.00.

d From and after January 1, 2023, the annual maintenance assessment may be increased by the Homeowners Association each year not more than 10% above the annual maintenance assessment for the previous year without a vote of the membership, provided that from and after the same date, the annual maintenance assessment may be increased in the amount in excess of 10% with the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

e The Board may fix the actual maintenance assessment for any such future year at a lesser amount.

f **Special Assessments.** Special Assessments in addition to the annual maintenance assessments authorized above, the Homeowners Association may levy, in any assessments year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement or capital improvement upon the Common Spaces, and lighting installed by Declarant within the Subdivision, including fixtures and personal property related thereto.

g All special assessments shall be established as a percentage of the actual annual maintenance assessment established for the same year to be levied in addition thereto, and such percentage shall be the same for all assessed lots, provided that special assessments shall never exceed fifty percent (50%) of the actual annual maintenance assessment for the same year and must receive the assent of either (a) as to proposed special assessments which do not exceed twenty-five percent (25%)

of the actual annual maintenance assessment, two-thirds (2/3) of the votes of members who are voting in person or by written proxy at a meeting duly called for that purpose, or (b) nine-tenths (9/10) of such votes as to proposed special assessments in excess of such twenty-five percent (25%).

h Notice and Quorum for Any Action Authorized Under Sections 3.14 f and g. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.14 f and g shall be sent to all members not less than ten (10) days and not more than forty (40) days in advance of the meeting, and shall be posted in a conspicuous manner at all of the entrance to the properties. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the members present at the subsequent meeting. No such subsequent meeting shall be held less than ten (10) days or more than forty (40) days following the preceding meeting.

i The Board of Wolf Creek Estates Homeowners Association shall have made an official determination that:

(1) In the opinion of the Board the subject property owner has failed to maintain the drainage way/easement, stockade fence, or premise structure to such an extent that the property of other Lot Owners, their family members or of the Association is in danger of being damaged due to such failure to maintain or that the condition constitutes a nuisance, health hazard of is such that it is causing a depreciation to the property value in the subdivision:

(2) The responsible Lot owner has continued to fail to act or seek a reasonable extension of time within which to act after having been provided thirty (30) day notice of the Board's demand that the maintenance or repair be accomplished (or a reduced period set by the Board in the case of an emergency repair being necessary in the opinion of the Board). The Board, having made the noted determinations may, but shall not be required to undertake the maintenance or repair work by its agents or employees. The Board may recover its costs and expenses plus an administrative supervision fee of fifteen (15) percent by notifying the Lot Owner of the expenses incurred and demanding immediate payment thereof. Said expense amount shall, upon notice thereof to the Lot Owner/Member, become a special assessment on the subject lot and a lien thereon subject to all collection rights herein provided.

j The annual assessments provided for herein shall commence and be due as to all lot Owner/Members on the 1st day of January following the execution of this declaration and shall be past due on the 1st day of March thereafter.

k Notwithstanding the foregoing, until the Declarant shall own less than one-third (1/3) of the Numbered Lots of this Subdivision and any supplemental dedication, declaration, subdivision phase that may be added thereto, the Declarant shall be exempt from the per lot assessment and said Declarant shall contribute a lump sum payment in lieu of all individual Lot/Member assessments in the amount of Five Hundred Dollars (\$500.00). The Declarant shall receive credit for any monies expended by the Declarant prior to or during any assessment period in improving and maintaining the easements and common areas or providing services which would otherwise be the responsibility of the Association; which credit shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual or special assessments for the same period. The credit shall be allowed and applied upon the receipt by the Association of satisfactory evidence of the expenditures from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding assessment period or periods.

l Any assessment not paid within thirty (30) days after becoming past due shall bear interest from the due date at the then current per annum national prime rate as published by the Wall Street Journal or its successor, plus four percent (4%), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. Any Judgment thereafter obtained shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of the Lot.

m The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now existing or hereafter placed upon any Lot prior to the accrual of the assessment. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due after the subject mortgage was recorded and prior to such sale or transfer; but further provided that no such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The assessment lien shall be superior to any mortgage placed upon the property while an assessment is due and owing and shall be subordinate to any recorded mortgage existing prior to the assessment becoming due.

n With respect to the management of matters regarding assessments, the Board shall:

(1) Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be

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kept in the office of the Homeowners Association and which shall be open to inspection by any Lot Owner/Member upon reasonable notice; and

(2) Upon the request of any Lot Owner/Member liable for an assessment, furnish, within a reasonable time, to the Lot Owner/Member or his designee, a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or if it is being paid in installments, whether payments are current and the amount outstanding. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

o The Common Areas and property owned by the Wolf Creek Estates Homeowners Association shall be exempt from assessments.

3.15. There shall be a Wolf Creek Estates Homeowners Association Architectural Committee formed in the manner and having the powers and duties as set out below:

a The Architectural Committee shall be comprised of:

(1) until such time as the Declarant shall own less than one-third (1/3) of the Numbered Lots of this Subdivision and any supplemental dedication, declaration or subdivision phase that may be added thereto, the Declarant or his designee.

(2) after such time as the Declarant shall own less than one-third (1/3) of the Numbered Lots of this Subdivision and any supplemental dedication, declaration or subdivision phase that may be added thereto, the Board of the Wolf Creek Estates Homeowners Association, or a committee composed of three (3) or more representatives appointed by the Board.

b **Duties of Architectural Committee.** The Architectural Committee shall perform those duties delegated to it throughout this document and shall have the following specific powers and duties.

(1) The Architectural Committee shall review and approve as to compliance with covenants and restrictions and the purposes stated therewith, the harmony and complementary character of external design and location in relation to surrounding structures and topography and such other factors as the Board may by formal act designate, prior to any commence of construction, the following:

(a) Building Plans and specifications for residential construction and outbuildings.

(b) Site Plans and specifications for sewer systems.

(c) Site Plans, specifications and applications for variations pertaining to: fences, solar collectors, driveways, placement of Mailboxes, and such other matters as may require Architectural Committee approval.

(2) Architectural approval shall be at the discretion of the Architectural Committee.

(3) All approvals shall be in writing and may be qualified by requiring satisfaction of specified conditions.

(4) If the Architectural Committee should fail or refuse to approve or disapprove any matter submitted to it for approval within thirty (30) days after such complete plans and specifications have been submitted to it, the matter shall be deemed to have been approved and the applicant may proceed with construction. To facilitate the calculation of the time period herein specified the Architectural Committee shall provide a signed and dated receipt when a complete application for approval is submitted. (A complete application shall consist of a request for a specified approval and the submittal of complete and appropriate plans and specifications.) It is the responsibility of the applicant to secure the receipt for delivery and the thirty (30) day approval period shall not begin to run until such receipt is issued.

(5) Neither the Architectural Committee nor the Association shall charge any fee for the review, waiver or consent to any matter submitted to the Committee. (6) Any approval given by the Architectural Committee shall be effective for a maximum of one (1) year and if the approved construction or activity is not commenced within that period, the approval shall be deemed revoked.

(7) The Architectural Committee shall have the authority, but shall not have an affirmative duty, to seek a legal injunction to stop non-approved or improper construction within the Subdivision. If suit is initiated, the successful party to the litigation shall be entitled to costs and attorney fees.

(8) Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans and specifications for approval or as to a Lot Owner/Member of the Wolf Creek Estates Homeowners Association, or any other person by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the review, approval, disapproval or failure to approve or disapprove any submitted plans and specifications, for failure to prevent or stop unapproved construction or actions or for any other action of inaction in connection with its or their duties hereunder.

ARTICLE 4: GENERAL RESTRICTIONS AND COVENANTS

4.1. **Enforcement of Covenants and Restrictions.** The Declarant, the Wolf Creek Estates Homeowners Association or any Lot Owner/Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Declarant Association or by any Lot Owner/Member to enforce any covenant or restriction at any particular time shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of costs and a reasonable attorney fee.

4.2. **Supplemental Declaration.** The Declarant may by supplementary dedication, declaration or subdivision phase add or annex additional property to this subdivision without the consent of the Lot Owners/Members provided such property is contiguous to the property described on Exhibit "A" hereto.

4.3. **Addition or Expansion to Subdivision.** If an addition or expansion is made to this subdivision it may be approved by Grady County and Board of County Commissioners and a Supplementary Declaration or Subdivision "Phase" Plat with respect to the additional property shall be filed of record in the Grady County Clerk's office. The filing shall extend the scheme of the covenants, conditions, and restrictions of this declaration to such property. Such Supplementary Declaration or Subdivision "Phase" Plat may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character and conditions of the additional property, provided such additions and modifications are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as to the property covered thereby prior to such addition or expansion.

4.4. **Covenants and Restrictions Shall Run With the Land.** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of Ten (10) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first ten (10) year period by a vote of eighty percent (80%) of the Lot Owners/Members. During the successive ten (10) year periods the Declaration may be amended by a vote of two-thirds (2/3) of the Lot Owners/Members. At the expiration of the second or subsequent ten (10) year term the Lot Owners/Members may, by vote of seventy percent (70%) of the Lot Owners/Members vacate the covenants and restrictions provided herein and provided further that neither the Wolf Creek Estates Homeowners Association nor any legal duty of the Wolf Creek Estates Homeowners Association set forth herein shall be dissolved, abrogated other otherwise terminated. Evidence of the passage and effectiveness of the changes shall be the filing in the office of the Grady County Clerk of an

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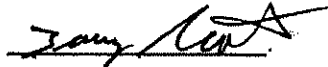
State of Oklahoma

affidavit of the Secretary of the Wolf Creek Estates Homeowners Association certifying the text of the amendment and that the amendment passed the requisite vote at a properly noticed meeting of the Members.

4.5. **Partial Invalidity.** Should any declaration, covenant or restriction contained in this document be determined to be invalid such shall in no way affect the remaining provisions which shall remain in full force and effect.

4.6. **Declarant may Assign Rights.** The Declarant may, by an appropriate instrument or instruments, assign or convey to any person or entity any or all of the ownership, rights, reservations, easements and privileges herein reserved by the Declarant and upon such assignment or conveyance being made, the assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges at any time or times.

IN WITNESS WHERE OF, the Declarant has set his hand



SCOTT BROTHERS DEVELOPMENT LLC

By: Tony Scott, Managing Partner
Declarant of Wolf Creek Estates
2441 Tecumseh Road,
Blanchard, OK 73010

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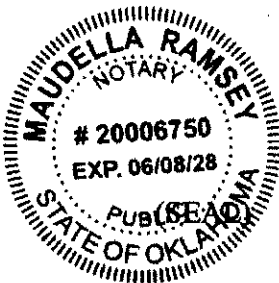
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State of Oklahoma

ACKNOWLEDGMENT

State of Oklahoma

County of Oklahoma

This instrument was acknowledged before me on 10/23/24, by Tony Scott,
Managing Partner and as Declarant of Wolf Creek Estates.



Maudeella Ramsey
Notary Officer

My commission expires:

06/08/28

EXHIBIT A

EXHIBIT "A": LEGAL DESCRIPTION OF ALL COMMON AREAS, EASEMENTS AND PROPERTY SUBJECT TO GRANT, SALE, CONVEYANCE AND CHARGE TO WOLF CREEK ESTATES HOMEOWNERS ASSOCIATION, BY THE DECLARANT, SCOTT BROTHERS DEVELOPMENT, LLC, TONY SCOTT MANAGING MEMBER AS COMMON SUBDIVISION EASEMENTS AND PROPERTIES OF WOLF CREEK ESTATES, A SUBDIVISION TO THE COUNTY OF GRADY, STATE OF OKLAHOMA

All those drainage ways, drainage easements and common areas designated on the Final Plat of Wolf Creek Estates, a part of the SW 1/4 of Section 25, Township 9 North, Range 5 West, of the Indian Meridian, Grady County, Oklahoma, as recorded in the office of the Grady County Clerk, utility easements not dedicated to the public and the County of Grady, Oklahoma, but reserved to the Declarant for the Property Owners of said Subdivision. Including but not limited to

1. An Entrance Signage Easement along and three (3) feet either side of the sight triangle diagonal platted on Lot 4 and Lot 5 of Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma.

2. SW 1/4 of Section 25, Township 9 North, Range 5 West, of the Indian Meridian, Grady County, Oklahoma, Lots 1-36. Grady County, Instrument I-2024-005749, Book 6305, Pages 0392-0393.

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EXHIBIT B

EXHIBIT "A": LEGAL DESCRIPTION OF ALL COMMON AREAS, EASEMENTS AND PROPERTY SUBJECT TO GRANT, SALE, CONVEYANCE AND CHARGE TO WOLF CREEK ESTATES HOMEOWNERS ASSOCIATION, BY THE DECLARANT, SCOTT BROTHERS DEVELOPMENT, LLC, TONY SCOTT MANAGING MEMBER AS COMMON SUBDIVISION EASEMENTS AND PROPERTIES OF WOLF CREEK ESTATES, A SUBDIVISION TO THE COUNTY OF GRADY, STATE OF OKLAHOMA

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1. An Entrance Signage Easement along and three (3) feet either side of the sight triangle diagonal platted on Lot 4 or Lot 5 of Wolf Creek Estates, a Subdivision to the County of Grady, State of Oklahoma.

2. SW 1/4 of Section 25, Township 9 North, Range 5 West, of the Indian Meridian, Grady County, Oklahoma, Lots 1-36. Grady County, Instrument I-2024-005749, Book 6305, Pages 0392-0393.

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State of Oklahoma

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 9 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN
AN UNINCORPORATED AREA OF, GRADY COUNTY, OKLAHOMA

[illegible]

WOLF CREEK; Project No. 23025-10

Sector Tail Land Survey, LLC
2401 Tee Circle, Ste 203, Norman, OK 73069
(405) 387-3100 sector@surveyllc.com
C.A. 7471

