



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOLF CREEK ESTATES

This Declaration is made this 6th day of December, 2023, by the undersigned for the purpose of providing an orderly development of the hereinafter described property and for the purpose of providing adequate restrictive covenants for the benefit of the Declarant and its successors in title to the property.

The property which is the subject of the Declaration (the "Property") is described as follows:

The Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, Kingfisher County, Oklahoma

The Declarant is the sole owner of the Property.

The Declarant desires to subject the Property and the lots located therein (the "Lots") to the covenants, conditions and restrictions set forth below.

The Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. §§ 851-855, as amended).

The covenants, conditions and restrictions set forth shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions, and restrictions on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

1. No tract or lot, as indicated and numbered on the plat of Wolf Creek Estates, a recorded subdivision in Kingfisher County, Oklahoma, shall have more than two (2) residences, homes, living quarters, etc.
2. The floor area of the main structure of the home, home, or living quarters, exclusive of porches, basements, and garage(s), shall not be less than 450 square feet and shall be built out of new material.
3. No container homes are allowed.
4. No temporary housing is allowed.
5. All mobile homes must be Twenty (20) year or newer.
6. General purpose farm, garden, and nursery, provided that any crop or product grown or produced on the premises is not sold on or near the lot where it is produced.
7. Livestock will be restricted to one livestock animal per one acre of land owned by the homeowner. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, hogs, and pigs.

8. Fowl will be restricted to ten (10) fowl per acre owned.
9. Lots should be kept free of junk or debris visible from the road, maintaining a clean and well-kept appearance.
10. The owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive noise, light or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.
11. No commercial cannabis grow operations are allowed.
12. A Lot shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred.
13. No building structure or any part thereof shall be located, placed, or maintained within ten feet (10') of the side and back Lot line of any Lot. No building structure or part thereof shall be erected or maintained within twenty feet (20') of the perimeter of the road and utility easement at the front of the property.
14. No overnight parking of any vehicle on any road or street is permitted.
15. Pets or animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. Pets or animals must always be leashed or confined within enclosed area while within the development premises.
16. No signs or billboards shall be displayed to the public view on any residential Lot except signs placed by builders or licensed realtors or other agents for the sale or rental of property and such other signs as are approved by the Board.
17. Each owner shall pay road maintenance assessments of \$300 per year. In addition, each Property and such Property's owner is and shall be subject to the certain BY-LAWS OF THE ASSOCIATION attached hereto or as are filed or may hereafter be filed, or thereafter amended, as applicable, with respect to the Wolf Creek Estates Declaration of Covenants, Conditions and Restrictions.
18. Beginning with the conveyance of each Lot from the Declarant to any owner, assessments shall be due annually in advance unless another date is specified by written notice from the Board of Directors. In the event the ownership of a Lot commences on a day other than the beginning of a year, the assessment for that year shall be prorated.
19. In addition to the annual assessments hereof, the Board of Directors 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 of any construction or reconstruction, unexpected cost, repair, or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto.
20. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant.
21. An owner of a Lot, upon becoming an owner, shall mandatorily become a member of the Association and shall remain a member for the period of his/her ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws

- of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.
22. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions, and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due including, but not limited to, fines imposed for violating the covenants, conditions and restrictions on the Property in the amount of \$50.00 per day so long as the violation continues, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or in a proper case, by an aggrieved owner.
 23. Voting in the Association or as to any Amendment to this Declaration shall be on a per Lot basis. The Declarant shall have three (3) votes for each Lot owned by it, developed or not. All other owners shall have one (1) vote per Lot owned and must be in good standing.
 24. All sums assessed but unpaid for dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and a charges for such taxes past due and unpaid liens; (2) judgments entered in a Court of record prior to the date of the assessment; (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment; (4) mechanic's and materialman's liens arising from labor performed or material furnished chargeable to owner of a Lot duly recorded prior to the date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Kingfisher County, Oklahoma. Such lien shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting owner's Lot subsequent to the recording of a notice or claim thereof by the Association and like manner as a mortgage on real property. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and in the event of foreclosure proceedings, the additional costs, expenses, and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgage holding a lien on a Lot may pay, but shall not be required to pay, any unpaid expenses payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot owner.

PURPOSES AND BY-LAWS OF THE ASSOCIATION

The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors/Trustees of the Association.

1. Regular meetings. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The first meeting of the Association shall be held within sixty (60) days after the date by which seventy-five percent (75%) of the Lots have been conveyed to owners, or at such earlier time as determined by Declarant. Thereafter, the regular meeting of the Association shall be held on the second Tuesday in the month of March of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

(a) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be emailed or mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting.

(b) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.

(c) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be emailed or mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid, at least 10 days prior to the time for holding such meeting.

(d) Place of meeting. All meetings shall be held in Kingfisher County, Oklahoma, preferably within the addition.

2. Number. Until the first annual meeting of the Association, the affairs of the Association shall be governed by Declarant. At such first meeting, there shall be elected any three (3) to five (5) members of the Association to the Board of Directors, a majority of whom must be Lot owners and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The Association powers, business, and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

(a) Election. At the first annual meeting of the Association the term of office of one Director shall be fixed at three (3) years; the term of office of the second Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breaches or becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Kingfisher County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings shall be emailed or mailed. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived.

(g) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association Act.

(h) Compensation. Each member of the board of directors shall receive no compensation, but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of 10 of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents, and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage, and improve the Drainage Channels as well as the common Private Roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance-assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the Drainage Channels and the common Private Roadways within said addition.

(d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

5. The officers of the Association shall be a president, vice president, secretary, and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

6. The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board shall appoint a director to do so. The president or such vice president or director:

(a) shall preside over all meetings of the members and directors.

(b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

7. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

(a) To keep record of the proceedings of the meeting of the board of directors and of the members.

(b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

(d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitutes a lien, and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements, and balance on hand.

(f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.

(g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.

(h) To email or mail all notices of meeting as required by the by-laws.

8. Miscellaneous. In the event that any inconsistency or conflict exists between the items of the Declaration, these By-laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration. In the event that any dispute between owners arises involving any of the Common Elements or any other matters concerning the Addition it shall be resolved by the Board of Directors.

