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Book 0630 Page(s) 0645-0650
I-2006-003676 12/07/2006 9:08 am
Fee: \$ 23.00 Doc: \$ 0.00
Ronita Coldiron - Noble County Clerk
State of Oklahoma

**OWNER'S CERTIFICATE, DEDICATION AND
PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS;

That the undersigned, **CHAPMAN LAND DEVELOPMENT, L.L.C.**, does hereby certify that it is the owner of and has all right, title and interest in and to the premises described as follows, to-wit: *JS*

Lots 1 thru 15 inclusive in

RED OAK ESTATES, an Addition to Noble County, Oklahoma,
described as the South Half (S/2) of the Southeast Quarter (SE/4) of
Section Thirteen (13), Township Twenty (20) North, Range One (1)
East of the I.M., Noble County, Oklahoma.

Owner hereby vacates in total the "Owner's Certificate, Dedication, and Protective Covenants of RED OAK ESTATES, an Addition to Noble County, Oklahoma" filed December 15, 2004, recorded in Book 602, at Pages 22-27, records of Noble County, Oklahoma.

For the purpose of providing an orderly development of the premises, and for providing adequate restrictive covenants for the mutual benefit of owners and their successors in title to the subdivision of said premises, the owner hereby imposes the following restrictions and reservations on all lots;

1. All lots or subdivided lots within the subdivision shall be known and designated as single family occupancy lots for residential structures and mobile homes. Only one residence per lot is allowed, lots may be subdivided into additional building or home lots, of not less than two (2) acres each.

2. All mobile homes must be tied down and completely skirted, or set on concrete stemwall foundation, and must be maintained in good repair and properly painted. All residential structures shall contain a minimum of 720 square feet of living area, excluding garages, carports, patios, sun decks, and other such appurtenances.

3. Each lot shall be mowed and maintained in a neat and orderly manner. No trash, debris, non-running vehicles, building materials, appliances, furniture, or unsightly items shall be stored or maintained on any lot.

4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or become an annoyance or nuisance.

5. Other than for installation or removal of mobile homes, no vehicle, other than service vehicles over two tons gross vehicle weight shall be allowed to drive over or upon the roads or lots in this subdivision. No vehicles in a "junk" state shall be kept or maintained on any lot.

6. The raising of animals for commercial purposes shall not be allowed, however maintaining domestic pets is allowed, so long as such pets do not create a nuisance to the other lot owners.

7. No commercial enterprise shall be allowed on any of the land subject to these covenants.

8. The foregoing covenants and restrictions are to run with the land and shall be binding on all persons and parties claiming under them until January 01, 2022, at which time said covenants shall automatically be extended for additional periods of ten (10) years unless, by an instrument filed of record executed by a majority of the lot owners, the covenants and restrictions are terminated at the end of the initial period or at the end of a ten (10) year extension.

9. **HOMEOWNERS' ASSOCIATION:**

The owner hereby declares that all of the land subject to these covenants, together with all common areas, defined as all entry ways, street and avenues within this subdivision, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. **"Association"** shall mean and refer to the owners of all the land subject to these covenants and described above.

Section 2. **"Owner"** shall mean and refer to the record owner, and member in the "Association", whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. **"Properties"** shall mean and refer to that certain real property hereinbefore described, and designated as streets and avenues within the subdivision.

Section 4. **"Lot"** shall mean and refer to any plot of land.

ARTICLE II - PROPERTY RIGHTS

Section 1. **Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the streets, avenues and roads which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance and upkeep of the roads, streets and avenues;

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Class A: Class A members shall be all those owners of residential lots and shall be entitled to one vote for each lot owned. When more than one person holds any interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. ***Creation of the Lien and Personal Obligations of Assessments.*** The undersigned owner, for each lot owned within the Properties hereby covenants, and each 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 Association:

(1) Annual assessments or charges, in an amount necessary to maintain and repair the roads and streets;

(2) Special assessments for major repairs and improvements to the roads and streets, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

Section 2. ***Purpose of Assessments.*** The assessments levied by the Association shall be used exclusively for maintenance, improvements, and upkeep of the roads and streets.

Section 3. **Annual Assessment.** The annual assessment shall be as follows:

<u>TYPE OF MEMBER</u>	<u>AMOUNT</u>
Class A	\$ <u>100.00</u> per year

(a) From and after January 01, 2008, the annual assessment may be increased each year not more than 10% above the assessment for the previous year without a vote of the membership.

(b) From and after January 01, 2008, the annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the percentages as set forth herein-above. The Board of Directors shall be composed of five (5) Lot owners, elected annually. The Lots owned by the undersigned owners shall not be subject to assessments until transferred to other persons.

Section 4. **Special Assessments for Capital Improvements.** 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 of any construction, reconstruction, repair or replacement or major improvement upon the roads and streets, provided that any such assessment shall have the assent 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.

Section 5. **Notice and Quorum for any Action Authorized under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 herein shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxy entitled to cast sixty per cent (60%) of all the votes 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the uniform rate for all lots and shall be collected on an annual basis.

Section 7. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the lot from the undersigned owner to purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the

Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. **Effect of Nonpayment of Assessment: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

Section 9. **Subordination of the lien of Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. Should the owner of any lot in this subdivision violate any of the covenants herein, and thereafter refuse to correct same, after reasonable notice, then in such event any owner or owners of any lot in this subdivision may institute legal proceedings to enjoin, abate, or correct such violation of such restrictions, and the owner of the lot or lots permitting the violation of such restrictions shall pay all attorney fees, court costs, and other expenses necessarily incurred in said legal proceeding. Said fees and costs or other expenses allowed by the court for the aforesaid violation shall become a lien upon the lands as of the date the legal proceedings were instituted, and said lien shall be subject to foreclosure in such action in the same manner as liens upon real estate.

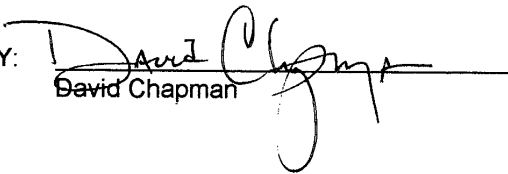
16. Invalidity of any one of these covenants by judgment, or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this 6 day of Dec, 2006.

CHAPMAN LAND DEVELOPMENT, L.L.C.

BY:

David Chapman



STATE OF OKLAHOMA)
) ss
COUNTY OF Noble)

Before me, the undersigned, a Notary Public in and for said County and State on this 6 day of December, 2006 personally appeared **DAVID CHAPMAN**, to me known to be the identical person who signed the name of **CHAPMAN LAND DEVELOPMENT, L.L.C.**, to the within and foregoing instrument as its **Manager**, 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:
10-15-08
(SEAL)

