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**OWNER'S CERTIFICATE, DEDICATION AND RESERVATION TO
MAGNOLIA MEADOWS PHASE I**

STATE OF OKLAHOMA
COUNTY OF CANADIAN

SS.

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Canadian County, OK

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Magnolia Estates, LLC, hereby certifies that it is the owner of and the only person, persons or entity having any rights, title or interest in and to the real estate described on Exhibit "A" attached hereto, and as shown on the recorded plat.

The undersigned further certifies that it has caused said tract of land to be surveyed into lots, blocks, streets, and avenues and has caused a plat to be made of said tract of land showing accurate dimensions of lots, setback lines, rights-of-way, width of streets and easements for utilities. The undersigned hereby designates said tract of land as Magnolia Meadows Phase I, Piedmont, Oklahoma, and hereby dedicates to public use all streets and avenues within subdivision and reserve for the maintenance and installation of utilities, easements of various widths as shown on the accompanying plat. All lands so dedicated to public use are free and clear of all encumbrances.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefits of ourselves and our successors in title to the subdivision of said tract, the undersigned hereby imposes the following Restrictions and Reservations to which it shall be incumbent upon our successors to adhere.

1. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation by an architectural committee ("Architectural Committee") composed of Phil Boevers or a representative designated by a majority of the members of said Architectural Committee. Refusal on approval of plans and specifications by such Architectural Committee may be based upon any ground including purely aesthetic ground which, in the sole and uncontrolled discretion of the Architectural Committee shall seem sufficient. In the event of the death or resignation of any member of said Architectural Committee, the remaining member(s) shall have

full authority to designate a successor. In the event said Architectural Committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with provided that no building or other structure shall be erected which violates any of the covenants herein contained. Neither the members of such Architectural Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

2. The Architectural Committee or its members herein appointed, shall continue to have the privileges, powers, rights and authority until January 1, ____, at which time said authority shall be exercised by and vested in a committee to be selected by the owners of a majority of the lots in the subdivision.

3. All lots shall be used solely as residential lots, no residence shall be erected on any residential lot other than one single family home consisting of the minimum of Two Thousand Six Hundred (2,600) square feet, with the first floor having a minimum of 2,600 square feet, exclusive of patios, porches, garages, balconies, and other outbuildings. All residences shall be a minimum of eighty-five (85) percent brick veneer. All residences must have a minimum of three (3) car attached garage.

4. All buildings shall be located behind the building setback line as shown on the recorded plat of survey attached hereto. Front lines 35 feet, side 10 feet and rear line 20 feet.

5. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property the easements shown upon the plat of Magnolia Meadows, as recorded in the public records of Canadian County, Oklahoma. Within these easements no structure, or other materials shall be placed or permitted to remain which may damage or interface with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may change the direction of flow of drainage channels in or outside of easements, or which may obstruct or retard the flow of water through drainage channels in or outside easements. The easement area of each lot shall be maintained continuously by the owner of said lot. In addition to the easements shown on the plat of Magnolia Meadows, development and use of all property in Magnolia Meadows is subject to any other easements of record.

6. No business trade or activity shall be carried on upon any residential lot. Such lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes and no apartment houses, double house, loading house, rooming house or other multiple family dwelling shall be erected, placed or maintained on such premises, or on any part thereof.

7. No derrick or other structure designed for use in boring for or production of oil, gas or other minerals shall be erected, placed or permitted upon any lot or part of the premises.

8. No structure of a temporary character, trailer, mobile home, habitable motor vehicle, basement, tents, shacks, garages, barn or other outbuilding shall be used on any lot at any

time as a residence either temporarily or permanent. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to it being fully completed, as herein required. Nor shall any residence when completed, be in any manner occupied until made to comply with the approval plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from the start thereof; provided, that the committee herein appointed may extend such time when it is of the opinion conditions warrant such extension.

9. No existing, erected house, detached structure or mobile home may be moved onto any lot from another location or otherwise. New outbuildings constructed on the premises will be allowed, provided said outbuildings shall not exceed 2,000 square feet, and no sidewalls of any such outbuildings shall exceed a height of 14 feet. Outbuilding can be of colored metal or brick veneer approved by the Architectural Committee. The Architectural Committee must approve the placement and the construction of all outbuildings. All fencing must be wood stockade, not to exceed a height of 6 feet. Any deviation must be approved by the Architectural Committee. No portable buildings. All buildings to be built on site.

10. No swine, birds, fowl, poultry, livestock or horses shall be kept on any lot. Household pets such as dogs or cats will be allowed, however, no animals shall be kept on any lot in violation of the ordinances of the City of Piedmont.

11. No sign of any kind shall be displayed to the public view on any lot except a professional sign advertising the property for sale or rent, or signs used by a building or the developer to advertise the property during the construction and sales period. Builder or developer may maintain one field office upon any lot at any time.

12. No off-street parking overnight is allowed.

13. Nuisances: No clotheslines, or drying yard shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Architectural Committee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the developer or Homeowners Association may enter upon such lands and remove same at the expense of the owner and such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of the developer or Homeowners Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. In the event said lien is not paid the developer or Homeowner Association may file a notice with the County Clerk in Canadian County and said notice shall constitute a lien against the property and may be enforced in equity as in the case of any lien foreclosure, provided said lien shall be subject to and inferior to any recorded real estate mortgage, filed prior to or thereafter.

14. No substance, thing or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

15. No skateboard ramps, no electric windmills shall be allowed and no antenna shall exceed five (5) feet above the highest point of the residence.

16. Homeowner's responsibility:

(A) Electricity for the brick entrance lighting and maintenance is to be paid by Magnolia Meadows Phase I.

(B) Homeowners, or owners of each lot are to be assessed (membership fees) of \$250.00 per year until otherwise voted upon. Assessment shall be set aside in a separate account. The membership fee is to be assessed once every year on July 1. The membership fee is hereby understood to be subject to change at each annual meeting by a majority vote of the attending voting owners, or at any special meeting called by the President of the Magnolia Meadows Homeowners Association, with a majority of those in attendance, if a quorum exists, being sufficient to make any changes. For purposes of these covenants, one-third of all members of the Magnolia Meadows Homeowners Association will be rejoined for a quorum to conduct business. The developer is exempt from the assessments.

(C) Each homeowner shall keep the grass mowed on his or her property to a height no more than eight inches (8"). Should the homeowner fail to do so, the Magnolia Meadows Homeowners Association shall give notice to the owner in writing, either by United States Postal Service or by personal delivery, directing the owner to immediately comply with the terms of these Covenants. If the owner fails to so comply for a period of fourteen (14) days following the mailing or delivery of notice, then the Magnolia Meadows Homeowners Association shall at its option make arrangements for the necessary mowing to be completed. Magnolia Meadows Homeowners Association shall then submit the statement for payment if payment is not made, the unpaid amount shall be deemed to be an additional assessment herein and subject to the same provisions for collection of same.

(D) Upon the completion and sale of each new home built on each lot, the buyer of a new home within six (6) months after first occupying new home must install a minimum of \$2,000.00 worth of landscaping around home. Landscaping must be approved by the Architectural Committee.

16. All small drainage channels, emergency overflow and other swells which are abutting to properties but are not a part of the drainage system maintained by public authority or utility company shall be property owner's responsibility; and it shall be the responsibility of the owner to a) keep the easements, channels and swells 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 swells, whether they be in easements or contained on the individual property owner's lot; b) provide continuous maintenance of the improvements in the easements or of the channels or swells and keep the existing drainage patterns in tact; except for the improvements for

which a public authority, utility company or property owner's maintenance or Homeowners Association is responsible; and c) prevent any changes in existing drainage which would adversely affect adjacent property owners in Magnolia Meadows Phase I and future sections of Magnolia Meadows. (This restriction shall be in effect after Builder completes the final grade on the new home.) It is the homeowner's responsibility to maintain drainage on homeowner's site. Homeowner is responsible for and must ensure that established drainage patterns are not impeded by landscaping decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of the owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners.

17. AEROBIC TREATMENT SYSTEM. Each Owner shall install and maintain an Aerobic Treatment System for the purpose of handling sewage and waste water generated from each lot. Each lot owner shall be required to have the system maintained by a person licensed for maintenance of septic systems by the Department of Environmental Quality for the State of Oklahoma pursuant to applicable statutes as may from time to time govern maintenance and/or cleaning of septic systems.

18. EASEMENT RESERVED. The Declarant 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 the plat easements, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public 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 and maintenance; that where easements are provided along the rear of the lot or lots, then and in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street.

HOMEOWNERS ASSOCIATION

There is created herein the Magnolia Meadows Homeowners Association, with the following terms and conditions:

1. NAME OF ASSOCIATION: The name of the Association shall be: Magnolia Meadows Homeowners Association, a non-profit organization.

2. MEMBERSHIP: All persons purchasing lots in Magnolia Meadows Homeowners Association shall be a member of said Association and entitled to one vote for each lot owned.

3. ANNUAL MEETING: The Association shall hold an annual meeting of all the members thereof on the first day of July of each year, commencing with the year 2017 at 7:00 p.m. at the location to be designated by the President of the Association. 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.

4. OFFICERS OF THE ASSOCIATION: 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, with the exception of the first President and Secretary/Treasurer to be elected upon the filing of the Covenants and Restrictions, namely, Phil Boevers and Richard Strubhar.

5. **PURPOSES OF ASSOCIATION:** The primary purposes of this Association shall be to provide for the professional maintenance of the Magnolia Meadows Homeowners Association to pay the monthly electric bill on lighting for brick entrances, repair of PVC fence which runs along Sara Road, flag poles at front entrance, shrubs and trees at front entrances plus any expenses for irrigation of the above, and the maintenance when neglected of any lot owner within the boundaries of the Magnolia Meadows Homeowners Association.

6. **QUORUM FOR MEETING:** One-third of all members of the Association shall constitute a quorum and a vote of majority of the quorum will be binding on the Association and members.

7. **EXPENSES:** All homeowners in Magnolia Meadows Homeowners Association or members of the Association shall be responsible for their prorata share of the cost of maintenance as outlined in item 5 and any other expenses voted on by 60% of those present at any duly called meeting. Any homeowner or member of the Association shall be assessed his prorata share of said expense. Any homeowner or member of the Association so assessed who fails or refuses to pay his prorata share of the cost as provided herein before in these Covenants shall be liable to the Association, and the Association shall have the right to institute legal proceedings herein before described in these Covenants and Restrictions. The officers of the Association shall have the right to file in the nonpaying homeowners chain of title an affidavit that said property has been assessed for expense and has failed to pay the same as requires herein.

8. **BUYERS:** It is further understood between the parties that as each lot is sold the buyer automatically becomes a member of this Association.

ADDITIONAL TERMS AND PROVISIONS OF COVENANTS AND RESTRICTIONS

1. These Covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-one (21) years following the date of filing said Covenants with the County Clerk, at which time said Covenants shall automatically be extended for successive periods of ten (10) years; provided, however, that a vote of seventy-five (75) percent of the then owners of said tracts in said addition will be sufficient to change these Covenants in whole and in whole and in part so long as same are filed of record as these Restrictions and Covenants have been filed.

2. Should the owner and/or tenants of any lot, tract, or building site violate any of the restrictive covenants and/or conditions contained herein and thereafter refuse to correct same and to abide by said Restrictions and Covenants herein after reasonable notice, then in such event any owner of any tract or lot in said addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the tract or building site permitting the

violation of such restrictions and/or conditions shall pay all attorney fees, court costs, and other expenses allowed and assessed by the Court for the aforesaid violation or violations, shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so broad as to enforce such restrictions in the legal manners as liens upon real estate, the procedure as to which is fixed by statute.

3. Invalidation of any one or more of the Covenants, Restrictions, or Reservation by a Court of competent jurisdiction in no way shall affect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 24 day of July, 2017.

MAGNOLIA ESTATES, LLC
an Oklahoma limited liability company

By: Cindy Boevers
Cindy Boevers, Manager

By: Reta Strubhar
Reta Strubhar, Manager

STATE OF OKLAHOMA
COUNTY OF CANADIAN | ss.

Before me, a Notary Public in and for said County and State, on this 24 day of July, 2017, personally appeared Cindy Boevers, to me known to be the identical person who executed the within and foregoing instrument as Manager and acknowledged to me that she executed the same as her free and voluntary act and deed and the voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

Carmen Morgan
Notary Public



My Commission Expires:

November 23, 2018

STATE OF OKLAHOMA

SS.

COUNTY OF CANADIAN

Before me, a Notary Public in and for said County and State, on this 24 day of July, 2017, personally appeared Reta Strubhar, to me known to be the identical person who executed the within and foregoing instrument as Manager, and acknowledged to me that she executed the same as her free and voluntary act and deed and the voluntary act and deed of said corporation for the uses and purposes therein set forth.



November 23, 2018

Carmen Morgan
Notary Public

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.