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I-2026-008897 Book 1644 Pg 172
07/14/2026 11:45am Pg 0172-0173
Fee: $20.00 Doc: $0.00
Jennifer Mortazavi - Creek County Clerk
State of OK

DECLARATION IMPLEMENTING ASSESSMENT PROVISIONS OF THE RESTRICTIVE COVENANTS

Duck Creek Estates Homeowners Association — Creek County, Oklahoma

This Declaration of Assessments (this "Declaration") is made by 23-Mounds-80, LLC, an Oklahoma limited liability company ("Developer"), as the owner and developer of Duck Creek Estates.

WHEREAS, Duck Creek Estates is a subdivision in Creek County, Oklahoma, as shown on the Amended Plat recorded at Book 1608, Page 649 (the "Plat"), consisting of twenty (20) lots; and

WHEREAS, the Amended and Restated Restrictive Covenants for Duck Creek Estates recorded at Book 1609, Page 17, as amended by the First Amendment recorded at Book 1632, Page 952 (collectively, the "Covenants"), govern the subdivision; and

WHEREAS, Section I.1.e of the Covenants provides that dues and assessments are to be established by the Board of Directors in accordance with a declaration executed and recorded by the Owner/Developer, and that unpaid amounts constitute a lien in favor of the Duck Creek Estates Homeowners Association (the "Association"); and

WHEREAS, no assessments have ever been levied or collected, no liens have been asserted, and no Owner has incurred any obligation to pay assessments prior the recording of this Declaration; and

WHEREAS, the Developer now desires to record this Declaration in order to implement the assessment provisions already contained in the Covenants and to carry out the original intent of the recorded restrictions; and

WHEREAS, Developer retains authority under Section III.3(a) of the Covenants to execute and record instruments;

NOW, THEREFORE, Developer declares as follows:

1. **Definitions.** "Association" means the Duck Creek Estates Homeowners Association. "Lot" means any of the twenty (20) lots shown on the Plat. "Owner" means the record owner of fee title to a Lot.
2. **Assessment authority.** Upon its formation, the Association, acting through its Board of Directors, may levy annual and special assessments against each Lot in such amounts and on such schedule as the Board adopts by resolution, for purposes consistent with the Covenants.
3. **No assessment levied at this time.** This Declaration is recorded solely to implement the assessment provisions contemplated by the Restrictive Covenant. This Declaration levies no assessment and no Owner of a Lot has become liable for any assessment before its recording. No dues or assessments shall be levied until the Board adopts them by resolution after the Association is formally established, consistent with Section I.1.e of the Covenants.
4. **Obligation to pay; covenant running with the land.** Each Owner, by acceptance of a deed to a Lot, covenants to pay assessments duly adopted by the Board. This obligation runs with the land, binds all successors in title, is mandatory, and may not be separated from ownership of the Lot.
5. **Lien for unpaid assessments.** Assessments duly adopted and unpaid, together with interest, late charges, and costs of collection (including reasonable attorneys' fees to the extent allowed by the Covenants and applicable law), shall constitute a continuing lien on the Lot in favor of the Association, enforceable as provided in the Covenants and under Oklahoma law. The Association may record a notice of lien against a delinquent Lot.
6. **Subordination.** The lien created hereby is subordinate to the lien of a first mortgage of record on a Lot, to the extent and as determined consistent with applicable law.
7. **Remedies cumulative.** The remedies provided herein are in addition to, and not in limitation of, those set forth in the Covenants and available at law or in equity.
8. **Authority to record.** Developer executes and records this Declaration pursuant to Sections I.1.e and III.3(a) of the Covenants.

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9. **Effective date.** This Declaration is effective upon recording in the records of the Creek County Clerk.
10. **Ratification of Prior Conveyances.** The Developer declares that each conveyance of a Lot made before the recording of this Declaration was intended to be subject to the assessment provisions contained within the Covenants and this Declaration is recorded to evidence and implement that original intent.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the 10th day of July, 2026.

23-MOUNDS-80, LLC,
an Oklahoma limited liability company
By: 3-D Conservation Group, LLC, its Managing Member

By: _____
Chad Brinson, a Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 10 day of July, 2026, personally appeared Chad Brinson, Manager of 3-D Conservation Group, LLC, Managing Member of 23-Mounds-80, LLC, known to me to be the identical person who executed the foregoing instrument, 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 such entity, for the uses and purposes therein set forth.

Notary Public: _____

My commission expires: 11/28/2027 Commission No.: 23015491

MICHAEL ANDREW GRAVES
COMM. NO. 23015491
NOTARY PUBLIC
EXP: 11/28/2027
STATE OF OKLAHOMA