

Resolution 1

Whereas:

Bylaws Article IV Board of Directors States that:

3. Other Powers and Duties. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the project.

(a) Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration submitting the property to the provisions of the Real Estate Development Act of the State of Oklahoma, the Bylaws of the Organization and supplements and amendments thereto.

(b) Rules. To establish, make and enforce compliance with such reasonable rules of the organization as may be necessary for the administration and operation of the organization and the property of the organization with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each owner within ten (10) days following the adoption thereof.

And Whereas:

Covenants 5.8(b) states that:

A 2/3rd vote by homeowners is needed to amend the Covenant provisions by the use of any instrument.

And Whereas:

In consideration of the spirit and culture of Rockford Place development, an amendment to the Covenants is needed with regards to the provisions of outbuilding placement restrictions and allowances. The availability of property storage for homeowners is of paramount concern.

Now Therefore Be It Resolved That:

Article 1 , (I) which now reads: Outbuildings: All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling, shall contain at least 25% masonry, and shall be roofed to match the shingles of the dwelling.

Article 1 , (I) be amended to read: Outbuildings: All tool sheds, hobby rooms, or other outbuildings larger than 100sq. ft. x 8 ft. high, shall conform to the basic architectural styling of the dwelling, shall contain at least 25% masonry, and shall be roofed to match the shingles of the dwelling. Buildings 100sq. ft. x 8 ft. high and smaller require an approved application from the Association Board of Directors using approved forms. The approved outbuilding shall be single gable ends with no barn shapes allowed. The outbuilding must be situated to minimize impact to neighbors and surrounding community. Landscaping may be required to conceal the building from public view or neighbors. No detached structure, including but not limited to ornamental, play or other purposes shall be erected on any part of the building or lot without prior written consent of the Association Board or Directors.

IN WITNESS WHEREOF, **ROCKFORD PLACE HOMEOWNERS ASSOCIATION, INC.**, has caused these presents to be signed in its name by its Board of Directors, the year and day first below written.

ROCKFORD PLACE HOMEOWNERS ASSOCIATION, INC.

By [Signature]
JIM RUSSELL, BOARD OF DIRECTORS

By [Signature]
TERRY MCCUBBIN, BOARD OF DIRECTORS

[Signature]
DUSTIN DYE, BOARD OF DIRECTORS

[Signature]
AMY JONES, BOARD OF DIRECTORS

Date 6-24-09

STATE OF OKLAHOMA)
) ss
COUNTY OF ROGERS)

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day of June 2009, personally appeared Jim Russell, Terry McCubbin, Dustin Dye, and Amy Jones who subscribed the name of the maker thereof to the foregoing as Directors of the Board of Directors and acknowledged to me that he, he, he, and she executed the same as his, his, his, and her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires: 5-1-2012

Commission No. 08004748

[Signature]
Notary Public

\$25-40,000

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**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROCKFORD PLACE**

Rockford Place is an area of distinctive landscape and natural beauty. It is the desire and intent of Dominion Corporation (the "Developer") to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards. Such standards shall apply to all property located in the addition described as:

Rockford Place, a subdivision of Rogers County, State of Oklahoma, according to the recorded Plat thereof.

The Developer, desiring to establish a compatible system of development and preserve the character of Rockford Place ("the Addition"), does hereby declare and establish the following restrictions, conditions and protective covenants, to which all properties in this Addition are subject:

Article I

Dwelling and Lot Improvements

1.1 **Dwellings.** Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:

A. **Dwelling Size.** All dwellings shall have a minimum living space of at least 2,000 square feet; provided, however, that lots Forty-one (41) through Forty-six (46), Block One (1) and Lots One (1) through Ten (10), Block Two (2) shall have a minimum living space of at least 1,650 square feet. Dwellings in excess of a single story shall have a minimum living space of 1,400 square feet at the lower level. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.

B. **Masonry.** All dwellings shall have at least fifty per cent (50%) of the exterior walls thereof comprised of brick or stone; provided, however, that the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the Developer. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed.

C. **Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door. Carports shall not be permitted.

D. **Driveways, Culverts.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (14) feet in width. All driveways shall contain a

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drainage culvert of at least twelve (12) inches in diameter. Driveway drainage culverts shall be constructed with headwalls conforming to the masonry of the dwelling and shall allow for no exposed concrete, metal or piping.

E. Mailboxes. All mailboxes shall be enclosed in a brick or masonry structure which shall extend to the ground and shall conform to the dwelling.

F. Roof Materials, Pitch. The roof shall be constructed of a 25-year, single-tab shingle that is weathered wood in color. The roof of the dwelling shall have a pitch of at least 9/12 on the front elevation, at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 3/12.

G. Sodding. The front and side yard of each lot must be sodded prior to occupancy of any residence.

H. Chimney. All chimneys shall contain a brick venter conforming to the dwelling up to the eight foot plateline.

I. Outbuildings. All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling, shall contain at least 25% masonry, and shall be roofed to match the shingles of the dwelling.

1.2 Approval Of Plans. For the purpose of further insuring the development of the Addition as an area of high standards, the Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper. In its review of plans or consideration of any request for waiver herein authorized, the Developer may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be constructed, and the harmony thereof with the surrounding area.

The Developer shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Developer is herein authorized to grant the waiver.

No residence, accessory structure, fence, wall or mailbox shall be erected, placed or altered on any lot in the Addition until the plans and specifications thereof have been approved in writing by the Developer.

The required plans and specifications shall be submitted to the Developer in duplicate and shall have the following exhibits attached thereto.

- A. Site plan showing the location and orientation of all improvements;
- B. Full working drawings with floor plan and all elevations;
- C. Specifications identifying all exterior materials to be used. Submission of the color scheme for all exterior materials may be deferred until such time as is at least 10 days prior to application of said materials;

1.3 Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard:	30 feet
Side yard:	7 feet
Other side yard:	14 feet
Back yard:	25 feet

1.4 Fences. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. All chain link fences shall be vinyl wrapped with wood posts.

1.5 Antennae. No television, radio, or other antennae, and no reception devices exceeding eighteen (18) inches in diameter shall be constructed or maintained on any lot without the written approval of the Developer.

Article II

Lot Use and Restrictions

2.1 Lot Use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height. No dwelling may be moved into the Addition. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition.

2.2 Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the

Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.3 Animals. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) household pets and the suckling young of said animals; provided that no more than two (2) adult dogs shall be maintained on any lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein.

2.4 Lot Maintenance. All lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property. The Developer reserves the right to enter upon any lot for the purpose of mowing, weedeating, edging and performance of other lawn maintenance if a lot is not being maintained in a manner acceptable to the Developer. The cost of such maintenance shall become a lien upon the lot and governed by paragraph 5.3 hereof.

2.5 Wind Generators, Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Developer.

2.6 Swimming Pools. Above-ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street. No temporary pool covering will extend higher than four feet above the water level of the pool.

2.7 Clothes Lines. The drying of clothes in public view is prohibited.

2.8 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted.

2.9 Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

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2.10 Vehicles, Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period, except in a garage. Vehicles shall not be kept, parked or stood on the yard. Residents' vehicles shall not be parked or stood in any street.

2.11 Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer or builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

2.12 Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

Article III

Homeowners Association

3.1 Homeowners' Association. A homeowners' association, known as "Rockford Place Association," an Oklahoma corporation, (the "Association") shall be established pursuant to 60 O.S.1991, § 851, et seq., to maintain the entryway and the reserve areas in the Addition and for such other purposes as shall be deemed advisable. All lawful acts, if any, of the Association, made under and pursuant to its Certificate of Incorporation and By-Laws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in the Association shall consist of all owners of lots in the Addition and all owners of such additional property designated by the Developer.

3.2 Assessments. Annual assessments of \$150.00 shall be made on a per lot basis. Such assessments may be increased five percent (5%) per year by the Board of Directors of the Association and up to ten percent (10%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the Association and the lot owner shall be responsible for all costs and attorneys fees incurred by the Association in connection with such suit. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. No lot owned by the Developer shall be subject to assessment.

3.3 Reserve Area. The Developer hereby grants, bargains, sells and conveys to the Association the area of land thereon designated as a "Reserve Area". In consideration thereof,

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inspection and maintenance of the Reserve Area shall be performed by the Association in accordance with the following standards:

- A. The grade shall not be altered from the finished grade elevation.
- B. Areas covered by grass within the Reserve Area shall be mowed in season at regular intervals.
- C. Concrete appurtenances to the Reserve Area shall be maintained in good condition and replaced if damaged. The Reserve Area shall be kept free of trash and debris.
- D. Trickle channels, if any, within the Reserve Area shall be clean of siltation and vegetation.
- E. Maintenance of the Reserve Area shall be the responsibility of the Association.

All owners shall show common courtesy and respect in the use of the Reserve Area. The owners of lots in the Addition acknowledge that they have and accept the sole duty to protect and safeguard the life, health, safety and property of themselves, their families and guests in connection with the use of the Addition and its improvements and, by accepting a deed to property in the Addition, release the Developer and its agents from all claims for damages relating thereto.

The Reserve Area and facilities shall be maintained by the Association at its cost in accordance with the standards prescribed herein. In the event such owner shall fail to adequately and properly maintain the Reserve Area and facilities, the Rogers County Board of Commissioners or its designated contractor may enter upon such area, perform such maintenance, and the cost of performing such maintenance shall be paid for by the owner of such property. In the event such owner fails to pay for the cost of such maintenance or any part thereof within thirty (30) days after completion of such maintenance, such costs shall be payable by the owners of lots within Rockford Place and shall be a lien against the Reserve Area and each lot within the Addition which may be foreclosed by the Commission. The Reserve Area or any part thereof may be terminated, released, amended, or cancelled upon resolution of the Commission.

Article IV

Developer's Reserved Rights

4.1 **In General**. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Declaration or the Association Documents, Developer shall have the rights and powers set forth in this article. Anything in this Declaration or the Association Documents to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided in this article, the provisions of this article shall terminate and be of no further force and effect from and after such time as Developer is no longer

vested with or controls title to any part of the property.

4.2 Promotion of Addition. In connection with the promotion, sale or rental of any improvements upon the Property: (a) Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on or to the Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, Reserving areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and (b) Developer and its respective agents, prospective purchasers and tenants, shall have the right of ingress, egress and Reserving in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

4.3 Construction on the Property. Developer is hereby granted the right and power to make such improvements to the Property as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective guests, agents and contractors shall have the right of ingress, egress and Reserving on the Property and the right to store construction equipment and materials on the Property without the payment of any fee or charge whatsoever.

4.4 Developer Control of Association. The date on which Developer's rights under this section 4.4 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Developer. Developer's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Developer no longer holds or controls title to any part of the Property, (b) the giving of written notice by Developer to the Association of Developer's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Developer, the Owners shall have no voting rights and Developer shall be the sole voting member.

4.5 Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the Property which Developer determines are necessary or desirable in connection with the rights of Developer under this Declaration.

Article V

Prudential Considerations

5.1 Enforcement. Enforcement to restrain or to recover damages for violation of the

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covenants may be brought by the Developer or an owner of any lot or having any interest therein, whether acting jointly or severally. The Developer and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

5.2 Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the Addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the Developer or the Association, if the prevailing party, shall be entitled to an award of attorneys fees to be taxed as costs.

5.3 Special Assessments. In the event that the Owner of any lot shall violate any covenant herein, the Board of Directors of the Association or the Developer shall have the right to enter upon said parcel and to remedy the violation. The cost for curing the violation shall thereupon be assessed against the lot and shall be a lien on such lot, which may be foreclosed as contained herein.

5.4 No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

5.5 Waiver of Right of Recovery. Each Owner shall be responsible for obtaining insurance coverage for, and for the risk of injury and physical loss or damages of any kind to, his and his invitees' personal property, including, but not limited to, any personal property stored or located on the Property and with respect to his Home. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents, for damage to the lots, or the homes, or to any personal property located in the lots, or the homes, caused by fire or other casualty, to the extent that such damage is insurable by fire or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against any Owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents.

5.6 Severability. Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

5.7 Disclaimer of Warranty. Except as expressly provided in writing, Developer makes no warranty, express or implied, regarding the Addition or any improvement in the Addition, the sufficiency of utilities, the workmanship, design or materials used in every improvement, including without limitation the common areas and including without limitation any express or implied warranty of merchantability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

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5.8 Binding Effect; Amendments. These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, the Developer reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:

A. Special Amendment. This Declaration may be amended unilaterally by Developer at any time (i) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (iii) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (iv) to correct errors and make clarifications or additions in this Declaration; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Developer to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at the Turnover Date.

B. In General. After the Turnover Date, this Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the total votes or by an instrument executed by one or more owners of at least two-thirds (2/3rds) of the lots; except that (i) the provisions of this paragraph may be amended only by an instrument executed by all of the Owners; and (ii) any provision relating to the rights of Developer may be amended only with the written consent of Developer. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding liens on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to this Declaration. The vote or signature of a spouse shall not be required in order to validate the voting owner's vote or signature.

IN WITNESS WHEREOF, Dominion Corporation, being the sole owner of the Addition, hereby approves the foregoing Declaration of Covenants, Conditions and Restrictions on March 7, 2003.

✓ Dominion Corporation

By


Noble Sokolosky, President

PO Box 1013
Owasso, OK 74055

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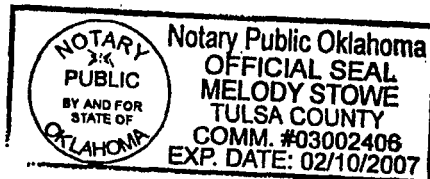
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of March, 2003, personally appeared Noble Sokolosky, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President 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 corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Melody Stowe
Notary Public

My Commission Expires:
2/10/2007



STATE OF OKLAHOMA
COUNTY OF ROGERS
FILED
03 APR - 2 AM 11: 28
PEGGY ARMSTRONG
COUNTY CLERK
BY: Peggy Armstrong