

By-Laws
of
Rosewood Homeowner's Association, Inc.

Article I

Name and Location

The name of the non-profit corporation is 'Rosewood Homeowner's Association, Inc.', hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2300 N Frisco Rd, Yukon, OK 73099 but meetings of members and directors may be held at such places within the State of Oklahoma as may be designated be the Board of Directors.

Article II

Definitions

Section 1. "Association" shall mean and refer to Rosewood Homeowner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictive Covenants and Bill Assurance, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarants" shall mean and refer to Crossing Creek West L.L.C. and or O.L. Development, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of the Development.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Covenants.

Article III

Membership, Meetings, Quorum, Voting and Proxies

Section 1. Membership: The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

Section 2. Annual Meetings: The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter when they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings: Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of one – fourth (1/4) of the Class A members who are entitled to vote. Any such request shall state the purpose of the meeting.

Section 4. Notice of the Meeting: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members address last appearing of books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one – tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present, though less than a quorum, may give notice to all members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Proxies: At all meetings of members, each member may vote in person or proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article IV

Board of Directors – Selection; Term Of Office

Section 1. Number: The property and affairs of this Association shall be managed by the Declarant which, until the termination of the period of Declarant control, shall appoint a board of not less than one (1) or more than three (3) directors, and those directors shall be selected by the Class “B” Member acting in its sole discretion and shall serve at the pleasure of the Class “B” Member until the first to occur of the following:

- (a) when 75% of the maximum number of units have been occupied by Class “A” members.
- (b) Or when, in its discretion, the Class “B” Member so determines.

Following the date of termination of the Declarant’s control, a Board shall be elected to consist of no less than three (3) and up to nine (9) persons who shall be a Member.

Section 2. Term of Office: At the first meeting the members shall elect a minimum of one director for a term of one year, one director for a term of two years and one director for a term of three years, and at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: No director shall receive compensation for any service he may render to the Association. However, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting to the Board, provided that nothing herein shall preclude any director from serving in any other capacity and receiving compensation thereof.

Section 5. Action Taken Without Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article V

Nomination And Election Of Directors

Section 1. Nomination: Nomination for the first election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating Committee shall consist of a Chairman, who shall be appointed by the Declarant, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Election: Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI

Meeting Of Directors

Section 1. Regular Meetings: The regular meetings of the Board of Directors shall be held monthly, without notice, and immediately following the annual meeting of the members without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by the written request of any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII

Powers And Duties Of The Board Of Directors

Section 1. Powers: The Board of Directors shall have the power to:

- a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the person conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) Suspend the voting rights and right to use facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Covenants;
- d) Establish assessments from time to time for the purpose of paying the common expenses;
- e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and
- f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, establish their compensation and remove them at any time with or without cause.

Section 2. Duties: It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to represent a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) As more fully provided in the Covenants, to:
 - (i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

- (iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law against the owner personally obligated to pay the same.
- d) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- g) Cause the Common Area to be maintained.

Article VIII

Officer and Their Duties

Section 1. Election of Offices: The officers of this Association shall be a President who shall be at all times a member of the Board, as many Vice Presidents as the directors shall from time to time deem advisable, a Secretary and a Treasurer who need not to be members of the Board, and such other officers as the Board may from time to time by resolute create. The Secretary and Treasurer may be the same person, and any of the Vice Presidents may hold at the same time the office of Secretary or Treasurer.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following the first annual meeting.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold officers for a term of one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal: At any time any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment to the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices: The offices of secretary and treasurer may be held by the same person and any of the vice presidents may hold at the same time the office of secretary or treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article.

Section 8. Duties: The duties of the officers are as follows:

- a) **President:** The president shall be the chief executive officer of the Association and shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board carry out; he/she shall have general and active management of the business of the Association; and he/she shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.
- b) **Vice President:** The vice president shall act in the place of and instead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c) **Secretary:** The secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriated current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board, all subject to the supervision of the President.
- d) **Treasurer:** The treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting; and deliver a copy of each to the members.

Article IX

Committees

The Board of Directors shall appoint and/or elect an Architectural Control Committee, as provided in the Covenants, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article X

Books And Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article XI

Assessments

As more fully provided in the Covenants, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after due date, a late fee assessment shall be \$25.00, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Article XII

Amendments

Section 1. These By-Laws may be amended, at a regular special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

ROSEWOOD ADDITION 13 1

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Canadian County, OK

Ret: Design Engineers, Inc.
1014 Greenbriar Place
Okla. City, OK 73159-7653

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSEWOOD ADDITION

THIS DECLARATION, made on the date hereinafter set forth by CROSSING CREEK WEST, L.L.C., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in City of Yukon, County of Canadian, State of Oklahoma, which is more particularly described as:

ROSEWOOD ADDITION being a part of the Southeast Quarter (SE/4), Section Sixteen (16), Township Twelve North (T-12-N), Range Five West (R-5-W), Canadian County, Yukon according to the recorded plat thereof in Book PL9, Page 48 in the Office of the Canadian County Clerk, and located near Mustang Road and State Highway 66.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 "Owner" shall mean and refer to the recorded Owner, whether one or more person 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 2 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants.

Section 3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4 "Declarant" shall mean and refer to CROSSING CREEK WEST, L.L.C.. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the declarant for the purpose of development.

Section 5 "Association" shall mean and refer to Rosewood Home Owners Association, Inc., its successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1 **Review** No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant, or (b) the Association when designated by the Declarant, or (c) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgement of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 2 **Fees** No fee shall ever be charged by the Architectural Committee for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3 **Proceeding With Work** Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

ARTICLE III

LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 1 **Land Classification** All Lots within the existing property are hereby classified as single-family Lots, i.e., each such Lot shall be used exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one (1) or more Lots or one (1) Lot and a part of a second Lot may be combined into a Plot.

In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

Section 2 Building Restrictions

(a) **Minimum Residence Size** No residence which contains less than 1600 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.

(b) **Maximum Residence Height** No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1200 square feet.

(c) **Materials** The principal exterior material of the first floor of any residence shall be at least ninety percent (90%) brick, stone or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Roofs may be of wood shingles or shakes; slate, clay or concrete tile; built-up with stone covering; or "approved" laminated type composition shingles with weather wood color. "Approved" laminated type composition shingles shall be limited to those which carry a UL Class "A" fire rating, UL wind resistance rating against winds up to 60 MPH, and manufacturer's limited warranty for not less than twenty five (25) years.

(d) **Foundations** Foundations shall be designed so as to allow exposure of formed concrete above natural grade or standard footing

(e) **Garages** Garages must be at least two (2) cars wide.

(f) **Building Limit Lines** No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the front building limit line. Further, no building structure or part thereof shall be erected nearer than city set back for side yard, side building limit lines.

(g) **Single Story Homes** All single story homes shall have a minimum of seven (7) pitch principal roof line unless Architectural Committee waives this requirement.

(h) **Signs, Billboards, and Detached Structures** No signs or billboards will be permitted upon any Lot except signs advertising the sale or rental of a Lot or

Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant. No Detached Structures shall be allowed on any Lot which (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height.

For the purpose of this restriction, small tool or storage sheds of less than 121 square foot floor area and 6 foot 6 inch eave height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence.

(i) Grading and Excavation No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may effect all necessary repairs and charge the cost of the same to such Owner.

(j) Moving Existing Building Onto a Lot Prohibited No existing, erected house or Detached Structure may be moved onto any Lot from another location.

(k) Construction Period Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent which will not be unreasonably withheld, the Developer may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.

(l) Utilities The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in

accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

(m) **Sidewalks** Sidewalks shall be constructed on each lot, concurrent with the construction of the residence thereon, within the street right-of-ways adjacent to all property lines paralleling streets, and in accordance with the applicable sidewalk construction specifications of the City of Yukon, Oklahoma.

(n) **Fireplaces** No house shall be constructed without at least one (1) fireplace unless waived by the Architectural Committee. Said outside chimney chase to be of an approved one hundred percent (100%) masonry construction.

(o) **Brick Mail Box** No house shall be constructed without a bricked in mail box unless waived by the Architectural Committee.

Section 3 **General Restrictions**

(a) **Animals** No animals, fish, reptiles, or fowl, other than a reasonable number generally recognized as house or yard pets, shall be maintained on any lot; and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Upon the request of any Owner, the Declarant or his designee, in its' sole discretion, may determine that a particular animal, fish, reptile, or fowl to be a house or yard pet, or a nuisance, or whether the number of pets on any lot is unreasonable. Horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

(b) **Storage of Building Materials** No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the curb and the property line.

(c) **Vacant Lots** No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a Vacant Lot is required to keep such lot in presentable condition or the Declarant may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein.

(d) **Nuisances** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(e) **Storage Tanks** No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the lots without the consent in writing of the Architectural Committee.

(f) **Boats, Trailers and Vehicles; Temporary Residences** Boats, trailers, motorhomes, or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind an approved 6-foot high sight-proof fence, and, no overnight street parking shall be permitted. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks and vans, are prohibited.

Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman. No garage or outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

(g) **Maintenance of Lawns and Plantings on Lots** Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

(h) **Repair of Buildings and Improvements** No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(i) **Garbage, Trash Containers and Collections** All garbage so disposable shall be disposed of in a kitchen sink appliance installed for the purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from streets or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

(j) **Clothes Drying Facilities** No outside clothes drying or airing facility shall be visible from streets or neighboring property.

(k) Treehouses, Platforms, and Antennae No treehouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae shall be visible from neighboring property or streets. Antennae locations shall be approved by the Architectural Committee prior to installation.

(l) Fences Fences may be erected along rear property lines, side Lot lines on interior Lots and on or behind Front Building Limit Line or Side Building Limit Line abutting the side street or a Corner Lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Masonry, stone, or brick fences may be approved subject to Architectural Committee approval.

Section 4 Variances As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Architectural committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

ARTICLE IV GENERAL PROVISIONS

Section 1 Membership and Home Owners Association

(a) Homeowners Membership Upon the sale of a completed home on each lot, separately and independently, by a builder and occupancy by the first purchaser of the home, then that property shall become a permanent member of the Rosewood Homeowners' Association and be subject to the Articles of Incorporation and By-laws then in effect and have the same rights and privileges as all other members of the Association.

(b1) Membership Every Owner of a Lot which is subject to assessment shall be a Member of the Association and shall be entitled to one (1) vote for each lot owned. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

(b2) Every Developer owned lot is not subject to assessment until sold and occupied, however, the Developer shall be entitled to two hundred fifty (250) votes for each lot owned by the Developer.

(c) **Creation of the lien and Personal Obligation of Assessments** The Declarant hereby covenants, that each residence Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, and such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, 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 his successors in title unless expressly assumed by them.

(d) **Purpose of Assessments** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the landscaped areas of public rights-of-way and common areas located within the platted boundaries of the properties.

(e) **Maximum Annual Assessment** Until January 1, 2007, annual assessment shall be _____ (\$ 50.00 _____) per lot. From and after January 1, 2007, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the Membership of the Association.

(f) **Uniform Rate of Assessment** Annual assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis, or more frequently as determined by the Board of Directors.

(g) **Effect of Nonpayment of Assessments: Remedies of the Association** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate up to eighteen percent (18%) 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 by non-use or abandonment of his Lot.

(h) **Subordination of the Lien to 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 shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments, which became 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.

Section 2 Enforcement Should the Owner or Tenant of any block or lots or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, the Association or any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The Owner of the block, lot or lots, or building site permitting the violation of such restriction or conditions shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions. Said attorneys' 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 brought to enforce such restrictions in the manner provided by law. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3 Severability Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4 Amendment The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of March, 2006.

Crossing Creek LLC



Randy Berg, Managing Member

STATE OF OKLAHOMA)
)ss.
COUNTY OF CANADIAN)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of March, 2006, personally appeared RANDY BERG, to me known to be the identical person who subscribed the name of CROSSING CREEK WEST, L.L.C., to the 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 such corporation, for the uses and purposes therein set forth.

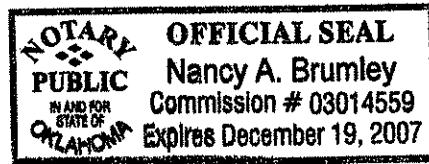
WITNESS MY HAND and official seal the day and year last above written.

My Commission Expires:
December 19, 2007

Commission No. 03014559

Nancy A. Brumley

Notary Public



Act

15
2

Certificate of Amendment

To
Declaration of Covenants,
Conditions and Restrictions
Of
Rosewood Addition

Doc#: R 2008 25219
Bk&Pg: RB 3498 195-196
Filed: 10-31-2008 JCE
12:07:48 PM AMT
Canadian County, OK

This amendment, made on the date hereinafter set forth by CROSSING CREEK WEST, L.L.C., hereinafter referred to as "Declarant". Whose registered office is located at 2300 N Frisco Rd., Yukon, OK 73099.

The Declarant is entitled to modify and amend Article IV of the General Provision to read as follows:

Article IV, Section 1 #e Maximum Annual Assessment The regular base assessments for each of the lots shall be determined by the Board at least annually. Each lot shall be the same amount and in an equal uniform manner.

Article IV, Section 1 #g Effect of Nonpayment of Assessments: Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear a late fee of \$25.00 from the due date. 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 by non-use or abandonment of his Lot.

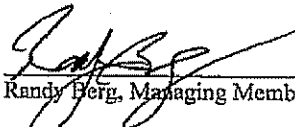
All other terms shall remain in force as contained in the original Declaration of Covenants.

This Certificate of Amendment shall become a part of the original Declaration of Covenants upon and inure to the benefit of the parties, their successors, and assignees.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day March, 2008.

Crossing Creek, L.L.C.

08091714
Return:
Crossing Creek West LLC
2300 N Frisco Rd
Yukon, OK 73099


Randy Berg, Managing Member

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of March, 2008, personally appeared RANDY BERG, to me know to be the identical person who subscribed the name of CROSSING CREEK WEST, L.L.C., to the 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 such corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal the date and year last above written.

My Commission Expires:

9-9-10

Commission No.

02014260



Notary Public



