


When recorded return to:
Rockwell Park, LLC
2731 S. I-35 Service Road
Moore, OK 73160

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County of Oklahoma
Oklahoma County Clerk
David B. Hooten

ANNEXATION AND SUBMISSION
OF
ROCKWELL PARK SECTION 2
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROCKWELL PARK SECTION 1

Prepared by:
John T. Spradling, Jr., Esq.
1320 Reiss Court
Oklahoma City, OK 73118-1053
405-590-7887


 **OLD REPUBLIC** TITLE COMPANY OF OKLAHOMA
4040 N. TULSA
Oklahoma City, OK 73112

COURTESY FILING ONLY
NO LIABILITY ASSUMED

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FOR
ROCKWELL PARK SECTION 1

Rockwell Park, L.L.C., an Oklahoma limited liability company (herein "**RP**") is the **Declarant** in the Declaration of Covenants, Conditions and Restrictions for Rockwell Park Section 1 ("**Declaration**") dated October 17, 2014 and filed for record on October 17th, 2014 at 01:27:02 PM in Book 12662 at Page 1240 in the office of the County Clerk of Oklahoma County State of Oklahoma. This Annexation and Submission of Rockwell Park Section 2 to the Declaration, ("the **Annexation**") referred to above, is made effective as of the p^t day of April 2018, by RP as the **Declarant** in this document.

Declarant is the owner of the real property described in **Exhibit A** of this Annexation referred to as (the "**Property**"). The Property has been subdivided and platted into Rockwell Park Section 2, a part of the N.E. ¼ and S.E. ¼ of Section 5 Township 13 North Range 4 West of the Indian Meridian, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof referred to herein as (the "**Addition**"). This Annexation of the Addition to the Declaration imposes upon the Addition the mutually beneficial Covenants, Conditions and Restrictions set forth in the Declaration and this Annexation under a general plan of improvement for the benefit of the owners of each subdivision of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. An integral part of the development plan is the creation of Rockwell Park Homeowners Association, Inc. (the "**Association**"), an association comprised of all Lot Owners in the Addition and subsequent phases of development of the Property which may be annexed into the Association by the imposition of the Declaration on each additional phase of development.

Article I

ANNEXATION AND SUBMISSION OF THE ADDITION TO THE DECLARATION

1.1. Annexation and Submission. Declarant hereby declares that the Addition described on Exhibit "A" attached hereto shall be held, sold, used, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions for Rockwell Park Section 1 filed for record on October 17th 2014 in the Office of the County Clerk of Oklahoma County Oklahoma in Book 12662 at Page 1240 which is incorporated herein by reference and made a part hereof as if specifically set out and as supplemented, modified or amended in this Document and previous or future Annexations, collectively referred to as the "Declaration". The Declaration shall run with title to the Property. The Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Addition.

Declarant intends to further subdivide the Property into additional phases of Rockwell Park as provided in Article I Creation of the Community Section 1.1. Development and Future Intent of the Declaration and impose the Declaration on the Addition and future phases to be subdivided from the Property described in Exhibit "A" to the Declaration, thereby making the Owners of the Lots, Members of the Association.

1.2. Duration. Unless terminated as provided, the Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, the Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. After 20 years

from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration.

1.3. Governing Documents. This Annexation and the Declaration, together with the Bylaws of the Association, the Certificate of Incorporation and any Covenant to Share Costs (collectively, the "**Governing Documents**") shall contain the standards for the Property and the Association. The Governing Documents shall be supplemented by the Use Restrictions and Rules, and Regulations of the Board of Directors.

Article II
ARCHITECTURAL APPROVAL

2.1. Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Addition, acknowledges that, as the Developer and as an Owner of portions of the Addition, Declarant has a substantial interest in ensuring that the improvements within the Addition enhance Declarant's reputation as a Community developer and do not impair Declarant's ability to market, or sell its property. Therefore, each Owner agrees that no activity within the scope of Article III of the Declaration shall be commenced on such Owner's Lot unless and until Declarant, the Architectural Review Committee or its designee has given its prior written approval for the same, which approval may be granted or withheld in the sole discretion of the Declarant or the Architectural Review Committee. In reviewing and acting upon any request for approval, Declarant or the Architectural Review Committee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of Rockwell Park, unless earlier terminated in a written instrument executed and recorded by Declarant in the Official Records. Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Declarant hereby designates the following individuals to act as the Architectural Review Committee: Anthony K Mirzaie, Jay Spradling and Jim Burkett. Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to (i) the Architectural Review Committee appointed by the Association's Board of Directors (the "**ARC**"), or (ii) a committee comprised of architects, engineers or other persons who may or may not be Members of the Association. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant. Declarant has established Architectural Guidelines attached hereto as Exhibit "B" for establishing the Architectural Standards pursuant to which the construction of improvements in the Addition shall be made.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Annexation to the Declaration effective this 1st day of April 2018.

Signatures appear on the following page.

from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration.

1.3. Governing Documents. This Annexation and the Declaration, together with the Bylaws of the Association, the Certificate of Incorporation and any Covenant to Share Costs (collectively, the "**Governing Documents**") shall contain the standards for the Property and the Association. The Governing Documents shall be supplemented by the Use Restrictions and Rules, and Regulations of the Board of Directors.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Annexation to the Declaration effective this 1st day of April 2018.

Signatures appear on the following page.

EXHIBIT A
Land Submitted to Declaration

ROCKWELL PARK SECTION 2, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma County, Oklahoma, according to the recorded Plat thereof,

A tract of land situate within the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section Five (5), Township Thirteen (13) North (T13N), Range Four West (R4W), of the Indian Meridian (I.M.), Oklahoma City, Oklahoma County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southeast corner said NE/4; thence
N00° 14'39"E along the East line of said NE/4, same being a portion of the East line of ROCKWELL PARK SECTION 1, according to the recorded plat thereof, a distance of 482.60 feet to the Northeast corner of said plat; thence
N89° 44'23"W along the North line of said plat a distance of 814.31 feet to the Northwest corner of said plat, same being the POINT OF BEGINNING; thence along the Westerly lines of said plat the following Fifteen (15) courses:

1. S00° 15'57"W a distance of 141.43 feet; thence
2. N89° 44'03"W a distance of 90.01 feet; thence
3. N44° 44'03"W a distance of 35.36 feet; thence
4. N89° 44'03"W a distance of 50.00 feet; thence
5. S45° 15'57"W a distance of 35.36 feet; thence
6. S00° 15'57"W a distance of 50.00 feet; thence
7. S44° 44'03"E a distance of 35.36 feet; thence
8. S00° 15'57"W a distance of 45.15 feet; thence
9. N89° 40'02"W a distance of 130.97 feet; thence
10. S51° 43'08"W a distance of 213.01 feet; thence
11. S38° 16'52"E a distance of 110.00 feet; thence
12. S51° 43'08"W a distance of 13.63 feet; thence
13. S38° 16'52"E a distance of 50.00 feet; thence
14. S83° 16'52"E a distance of 35.36 feet; thence
15. S38° 16'52"E a distance of 90.00 feet; thence

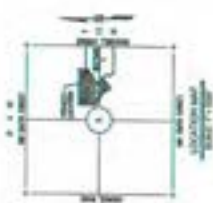
S51° 43'08"W a distance of 486.24 feet; thence
N38° 23'23"W a distance of 42.20 feet; thence
N27° 56'41"W a distance of 275.00 feet; thence
N58° 03'54"W a distance of 530.00 feet; thence
N00° 15'37"E a distance of 595.19 feet; thence
S89° 44'03"E a distance of 1270.08 feet; thence
S00° 15'37"W a distance of 243.57 feet to the POINT OF BEGINNING.

Said tract contains 956,108 Sq Ft or 21.950 Acres, more or less.

FINAL PLAT
OF

**ROCKWELL PARK
SECTION 2**

PART OF THE NE1/4 AND THE SE1/4 OF SECTION 5, T33N, R17W, E1M,
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



CURVE TABLE

LINE #	MINUS	BEARS	BEARS	BEARS	BEARS	BEARS
1	10.00	10.00	10.00	10.00	10.00	10.00
2	10.00	10.00	10.00	10.00	10.00	10.00
3	10.00	10.00	10.00	10.00	10.00	10.00
4	10.00	10.00	10.00	10.00	10.00	10.00
5	10.00	10.00	10.00	10.00	10.00	10.00
6	10.00	10.00	10.00	10.00	10.00	10.00
7	10.00	10.00	10.00	10.00	10.00	10.00
8	10.00	10.00	10.00	10.00	10.00	10.00
9	10.00	10.00	10.00	10.00	10.00	10.00
10	10.00	10.00	10.00	10.00	10.00	10.00
11	10.00	10.00	10.00	10.00	10.00	10.00
12	10.00	10.00	10.00	10.00	10.00	10.00
13	10.00	10.00	10.00	10.00	10.00	10.00
14	10.00	10.00	10.00	10.00	10.00	10.00
15	10.00	10.00	10.00	10.00	10.00	10.00
16	10.00	10.00	10.00	10.00	10.00	10.00
17	10.00	10.00	10.00	10.00	10.00	10.00
18	10.00	10.00	10.00	10.00	10.00	10.00
19	10.00	10.00	10.00	10.00	10.00	10.00
20	10.00	10.00	10.00	10.00	10.00	10.00
21	10.00	10.00	10.00	10.00	10.00	10.00
22	10.00	10.00	10.00	10.00	10.00	10.00
23	10.00	10.00	10.00	10.00	10.00	10.00
24	10.00	10.00	10.00	10.00	10.00	10.00
25	10.00	10.00	10.00	10.00	10.00	10.00
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31	10.00	10.00	10.00	10.00	10.00	10.00
32	10.00	10.00	10.00	10.00	10.00	10.00
33	10.00	10.00	10.00	10.00	10.00	10.00
34	10.00	10.00	10.00	10.00	10.00	10.00
35	10.00	10.00	10.00	10.00	10.00	10.00
36	10.00	10.00	10.00	10.00	10.00	10.00

LINE TABLE

LINE #	LENGTH	BEARS
1	10.00	10.00
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LEGEND TABLE

LINE #	LENGTH	BEARS
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33	10.00	10.00
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35	10.00	10.00
36	10.00	10.00

- NOTES:**
1. THIS PLAT IS SUBJECT TO THE EXISTING RECORDS AND RECORDS OF THE COUNTY OF OKLAHOMA COUNTY, OKLAHOMA, AND TO THE RECORDS OF THE COUNTY OF OKLAHOMA COUNTY, OKLAHOMA, AND TO THE RECORDS OF THE COUNTY OF OKLAHOMA COUNTY, OKLAHOMA.
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LEGEND:

- 1. BOUNDARY LINE
- 2. DRIVEWAY
- 3. SIDEWALK
- 4. UTILITY LINE
- 5. EASEMENT
- 6. EASEMENT
- 7. EASEMENT
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- 33. EASEMENT
- 34. EASEMENT
- 35. EASEMENT
- 36. EASEMENT

OKLAHOMA COUNTY, OKLAHOMA
SECTION 2

Crifton Tull
REGISTERED PROFESSIONAL SURVEYOR
NO. 10000
1000 N. WESTERN AVENUE, SUITE 100
OKLAHOMA CITY, OKLAHOMA 73102
PHONE: 361-1300
FAX: 361-1300
E-MAIL: CTULL@CRIFTONTULL.COM

PROJECT NO. 16614300



FINAL SCALE CORRECT

EXHIBIT B
Design Guidelines

9. **Mail Boxes.** The design, location and materials of the mail boxes in the Addition shall be approved by the DRC prior to installation. In the event the mail box is damaged or destroyed, each Owner shall be required to replace the mail box with one approved by the DRC. It is the intent of the Declarant to have one style and color of mail box in the Addition.
10. **Landscaping.** Landscaping of the homes to be built in the Addition shall consist of a combination of trees and shrubs. The landscaping package for the front yards of the homes shall cost a minimum of \$1,200.00 not including the sod for the front yard. The entire yard, front, back and side yards shall be completely sodded.
11. **Minimum House Size.** The floor area of heated and cooled living space (exclusive of open porches and garages) in each residential structure situated on each Lot in ROCKWELL PARK SECTION 2 shall not be less than 1500 square feet.