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Cleveland County, OK

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROCK CREEK ADDITION,
A RESIDENTIAL ADDITION TO THE CITY OF MOORE, OKLAHOMA**

The same being described as Rock Creek Addition, the same being an Addition to the City of Moore, Cleveland County, State of Oklahoma, being a part of the Northeast Quarter (NE/4) of Section 19, Township 10 North, Range 2 West of the Indian Meridian, located south of S.E. 4th Street and East of S. Bryant Avenue, as shown on the recorded plat thereof, and additional sections as maybe annexed from time to time. 15⁰⁰/_I

This Third Amended Declaration of Covenants, Conditions and Restrictions is made this 10th day of June, 2008, by R&R Land Development, L.L.C., an Oklahoma Limited Liability Company ("Declarant").

1. Purpose of Third Amended Declaration.

Declarant and Lot Owners are the owners of the real property contained within and made a part of Rock Creek Addition, including multiple sections, which is a platted addition within the County of Cleveland, State of Oklahoma. The Declarant and Lot Owners intend by the recording of this Third Amended Declaration to modify, add to, supplement and amend the Second Declaration of Covenants, Conditions and Restrictions filed at Book 4383, Page 601 (Second Declaration) within the Cleveland County Clerks office for Rock Creek, a residential addition to the City of Moore, Oklahoma. This is an Amended Declaration as defined with Section 1.6 of the Original Declaration. The Declarant execute and adopt this Third Amended Declaration pursuant to the authority granted and reserved within the Second Amended Declaration.

2. Amended Declarations.

a. Section 2.6 (B) to the Second Amended Declaration is hereby deleted in its entirety and replaced with the following: "(B) Initial Dues and Due Dates. Annual Dues and the Due Date(s) shall be initially set in accordance with the Bylaws of the Corporation and shall be \$132.00 per year until December 31, 2007. From and after January 1, 2008, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year, without a vote of two thirds (2/3) of the Membership of the Association, including the Developer. Dues shall be assessed from the date of first conveyance by the Developer or a Builder (transfers to related parties of Developer not included) to an Owner for the balance of that calendar year and thereafter annually. Dues shall be paid in advance on the date or dates specified in the Bylaws or as set by the Board of Directors. Annual dues for the first year shall be prorated and collected by the closing agent or, if none, by the

purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Annual Dues may be adjusted up or down by the membership or the Board of Directors as provided in the Certificate of Incorporation and Bylaws."

3. Additional Declarations.

All other terms and provisions, including but not limited to convents, conditions, restrictions, definitions, and exhibits found within the Second Amended Declaration are here by incorporated by reference as if each were fully setout within this Third Amended Declaration. All such terms and provisions, unless expressly and specifically modified by this Third Amended Declaration, shall remain in effect as first recorded in the Second Amended Declaration, the Declarant hereby reaffirming the same.

IN WITNESS WEREOF the undersigned Declarant have executed and/or approved this Third Amended Declaration the date and year first written above on the Signature Block below.

R&B Land Development, LLC, Declarant

Rocky Clark

By: Rocky Clark, Manager

601 E 63rd St, Suite 400
Oklahoma City, OK 73105

STATE OF OKLAHOMA)

COUNTY OF Oklahoma) SS:

Before me, the undersigned, a Notary Public in and for said county and state on this 10 day of June, 2008, personally appeared Rocky Clark, known to me to be the identical person who executed his name to the foregoing Declaration who is the duly authorized agent for the Declarant and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

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

Trinda Segard
Notary Public

My Commission Expires:

4/25/11

My Commission No:

070040

