

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
VISTA ROSE ESTATES
(Consisting of Blocks 1-3, inclusive)**

KNOWN ALL MEN BY THESE PRESENTS:

The undersigned, being the owner of that property described as:

A tract of land situate within a portion of the:

NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SAID NW/4; THENCE S01°03'17"E ON THE EAST LINE OF SAID NW/4 A DISTANCE OF 1185.50 FEET; THENCE N90°00'00"W A DISTANCE OF 826.27 FEET; THENCE N87°05'06"W A DISTANCE OF 51.63 FEET; THENCE N90°00'00"W A DISTANCE OF 220.20 FEET; THENCE N08°52'12"E A DISTANCE OF 411.53 FEET; THENCE N64°03'37"E A DISTANCE OF 388.12 FEET; THENCE N 49°41'38"E A DISTANCE OF 302.42 FEET; THENCE N36°59'12"E A DISTANCE OF 456.57 FEET; THENCE N08°15'26"W A DISTANCE OF 20.76 FEET; THENCE N01°03'35"W A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID NW/4; THENCE N89°36'57"E ALONG SAID NORTH LINE A DISTANCE OF 180.23 FEET TO THE POINT OF BEGINNING, AND CONTAINING 18.62 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENT OR RIGHTS-OF-WAY OF RECORD.

And which has been platted as Vista Rose Estates Phase 1, in order to provide for the orderly development of said Vista Rose Estates, LLC, consisting of Lots One (1) through twenty-five (25), Block 1, Lots One (1) through Ten (10), Block 2 and Lots One (1) through Seven (7), Block 3 and Lots One (1) through Eight (8), inclusively any additional phases such as Phases Two (2), Three (3) and Four (4) for future expansion of the housing development, and for the further purpose of providing adequate protective covenants, conditions, and restrictions for the mutual benefit of Vista Rose Estates, LLC and any successor in interest to the title of the subdivision of said tract, there is hereby imposed the following protective covenants, conditions, restrictions



and reservations to which it shall be incumbent upon the grantees, successors and assigns to adhere.

The Developer may acquire or plat additional property adjacent to Vista Rose Estates. Consequently, the Developer, successors and assigns reserve the right to develop and add additional land in this area to this development and the Property Owners' Association. The Lot Owners for the combined areas shall be considered as one entity for the mutual enjoyment and responsibilities of the total area:

GOVERNANCE

1. Reference is made throughout these protective covenants, conditions, and restrictions of a "Building & Quality of Life Committee: (herein also referred to as Building & Quality of Life Committee and/or committee). The Building & Quality of Life Committee is composed of Josh L. Trimble and Gretchen M. Trimble, or by a representative designated by the members of said Building & Quality of Life Committee. In the event of the death or resignation of any member of said Building & Quality of Life Committee, the remaining members will have full authority to designate a successor representative. The membership of the committee can be changed upon the filing of a duly recorded written instrument executed by a majority of the record owners of the platted and recorded Lots of Vista Rose Estates, LLC.
2. Each Lot within Vista Rose Estates is considered a Building Plot/Lot, and no Lots are to be split, or less than an entire Lot sold or otherwise conveyed, unless said Lot split or sale or conveyance of less than an entire Lot has been approved by the Building & Quality of Life Committee prior to said Lot split, sale or conveyance of less than an entire Lot.
3. No building shall be erected, placed or altered on any building plot or Lots until the building plans, specifications and plot plan showing the location of such building have been approved, in writing, as to conformity and harmony of external design with existing structures, and as to location of the building with respect to topography and finished grade elevation by the Building & Quality of Life Committee. No building shall be

altered or modified, to include conversion of a private garage into a living area, or room additions, or other additions to existing buildings, or placement of additional outbuildings, until the building plans, specifications, and plot plan, as appropriate, showing the location of such alteration, modification or addition with respect to topography and finished grade elevation by the Building & Quality of Life Committee.

If said committee fails to approve or disapprove within sixty (60) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. As to those other items requiring committee approval prior to construction, as set forth in the following paragraphs, if the committee fails to approve or disapprove said planned construction within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and the covenant, condition, and/or restriction shall be deemed to have been fully complied with. If said committee has executed approval or disapproval within sixty (60) days after said plans and specifications have been submitted to it, the committee's decision is final unless the committee decides to reevaluate the request OR the applicant resubmits the request after 3 months (90 days) of the committee's decision.

4. No device or structure not addressed by these restrictive covenants shall be erected, placed, and/or built upon any Lot without the prior consent of the Building & Quality of Life Committee.
5. No building material of any kind or character shall be placed or stored upon any residential Lot until the owner is ready to commence improvements and then such material shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, or scrap material from the improvements being erected on any Lot shall be placed on any adjoining Lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property upon which

construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

6. The protective covenants, conditions and restrictions are to run with the land shall be binding on all parties and all persons claiming under them until January, 2045 at which time said protective covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the owners of the platted and recorded Lots in Vista Rose Estates has been recorded, agreeing to the change of said protective covenants, conditions and restrictions in whole or in part.
7. If parties hereto, or any of them, or their heirs, successors, grantees or assigns shall violate any of the protective covenants, conditions or restrictions herein, it shall be lawful for any other person, persons or entity owning any real property situated in Vista Rose Estates to pursue any proceedings at law or in the equity against the person, persons or entity violating or attempting to violate any such protective covenants, conditions or restrictions and either prevent him/her, them or it from so doing or to recover damages or other relief of such violation.
8. The grantees, their successors, and assigns agree to adhere, conform and meet any and all requirements, decisions or actions which are specified or otherwise directed by the Building & Quality of Life Committee which are within the Building & Quality of Life Committee's authority as set forth herein, and further agree to indemnify and hold harmless the Building & Quality of Life Committee, the Declarants, and the successors and assigns for anything that results from the Building & Quality of Life Committee's actions in enforcing, regulating or not enforcing any requirements, decisions or action specified or otherwise directed by the Building & Quality of Life Committee.
9. The Building & Quality of Life Committee shall have the right to enforce any non-complying Lot owner to meet the requirements, decisions or actions specified or directed by the Building & Quality of Life Committee. HOA Board shall have the right to

enforce any of the protective covenants, conditions and/or restrictions, terms or conditions contained anywhere herein.

10. Invalidation of any of these protective covenants, conditions and/or restrictions, whether in whole or in part, by judgment, court order, or operation of law, shall in no way affect the other provisions which shall remain in full force and effect.

BUILDING & CONSTRUCTION

11. No structures shall be erected, placed, altered, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed three (3) stories in height and a private garage and other outbuildings incidental to residential use of the plot. Each residential building shall have sufficient private garage space for at least two (2) automobiles, Each Lot is to be considered a building plot. In the event any Lot in Vista Rose Estates is split, or in the event less than the entire Lot is sold or conveyed, then any such subdivided or split Lot is to contain at least .50 acres before any dwelling of the size and specifications set forth herein, and approved by the Building & Quality of Life Committee, is constructed on said subdivided or split Lot.
12. The minimum dwelling house requirement is 1550 square feet of living space. The square footage excludes garages and each dwelling house shall contain at least a double car garage. Driveways are to be hard surfaced with concrete or other material as approved by the Building & Quality of Life Committee. Driveway surfaces are to be no less than 18 feet in width and a temporary construction tinhorn, which will be replaced with a permanent tinhorn (metal/steel) as final construction, is to be installed at the entrance of the driveway before construction of dwelling or outbuildings begins.
13. All dwelling fronts shall be constructed according to building line noted on the recorded plat and no nearer than 10 feet from the side borders of the Lot, unless given prior approval by the Building & Quality of Life Committee.

14. Construction of a primary residence must start within 12 months after closing on the purchase of a lot from Vista Rose Estates LLC – “Developer”, and be completed within 12 months after the start of construction. If a lot is resold, construction must then start within 12 months of the closing date of the resale, but in no case longer than 36 months from the original closing date. If construction has not begun within the allotted time periods above, or construction has exceeded 12 months from the construction start date, unless with written notice of an extension from the Developer, a fine of \$500/month will be assessed to the owner of record of the respective lot and be payable on demand to the Developer each month that the lot owner is in default. If payment of a monthly fine has been delinquent for 4 consecutive or nonconsecutive months, Developer has authority to place a lien of record on property.
15. Any outbuilding or structure on any Lot shall be so designed and placed so that it presents the best general appearance and is not an “eyesore” to the area. No outside toilets will be permitted, except those that might be needed for working during construction. No outbuildings shall exceed in height the dwelling in which is appurtenant.
16. No outbuilding shall be placed or erected nearer than seventy-five (75) feet from the front of each Lot nor nearer than 10 feet from the side of the Lot line. The exterior material and color shall compliment that of the home on the building Lot and 20% of the exterior building materials shall be made of a brick or stone wainscoting, or brick or stone veneer skirt around the outbuilding. The maximum outbuilding shall not exceed 30 feet by 40 feet with a maximum plate height of 12 feet.
17. All fences must be approved in writing by the Building & Quality of Life Committee as to the location and material used, prior to construction. No fence can be higher than six (6) feet tall and shall not be allowed forward of the considered front line or front building line of any dwelling unless approved in writing by the Building & Quality of Life Committee. Favorable materials are vinyl, wrought iron, aluminum panels, wood, and wood composite picket style of fencing. Chain-linked fences are not allowed.

18. Barbed-wire or farm type wire fencing is not permitted except for pre-existing wire-fencing located at the western boundary of the subdivision. Block 1, Lots 1-10.
19. All dwellings must have no less than sixty (60%) of the area of their exterior walls covered with brick, masonry (Mastile), native cut stone, or similar material, except where the use of wood, glass, or other materials will produce an equal or better appearance, which determination will be made by the Building & Quality of Life Committee prior to construction. Vinyl siding and insulated vinyl siding is prohibited.
20. Stem Walls. All exposed foundation or stem walls taller than 16" shall be covered by brick, stone, and/or masonry. No concrete block stem walls will be exposed.
21. The area at the front of a dwelling shall be maintained so as to be an aesthetical asset to the dwelling. This area, known as the front yard, extends the full width of the dwelling, between the dwelling and the street, and shall not be used for vegetable gardening, as a nursery, or any purpose other than as a maintained grass lawn with shrubbery, ornamental trees and flowers as normally constitute the base planting and landscaping of a dwelling. No fences shall be installed on the front portion of any building Lot, to include the front yard, unless approved by the Building & Quality of Life Committee as outlined in Paragraph 17 of these covenants.
22. At the completion of the construction, the Owner of each lot shall be required to landscape the lot with trees, shrubs and/or perennial plants (2 trees with a trunk radius of 3" or larger, 3 shrubs, and a 40 sq/ft minimum for flowerbeds). A 100% sprinkler system is required for landscaping. Front, back and side yards shall be sodded with grass upon construction of the home; a minimum of 15' on each side and concrete. Further, each Lot Owner shall be required to maintain each lot in an aesthetically pleasing view, which shall include the mowing and edging of the lawns of each lot and maintenance of flowerbeds and shrubs. When mowing, the grass clippings may not be allowed to remain on the streets and driveways and will be properly disposed of.

23. All improvements shall be constructed on the property so as to front upon the street which such property faces, unless with prior approval or in accordance with permission by the Building & Quality of Life Committee.
24. No owner of any Lot, either vacant or unimproved, shall be permitted to let such Lot go unmaintained and no weeds or grass shall be permitted upon any lot in excess of 12 inches in height across the front 85 feet of any Lot, as measured from the closest edge of the street adjoining the said Lot.
25. All storm shelters must be constructed in the rear of the property or under the roof of the house. Above ground storm shelters must be consistent with the integrity of any storage or out building located on the property.
26. All chimneys visible from the street shall be brick, stone, stucco or masonry.
27. All mailboxes are to be freestanding and are to be contained in a matching brick or stone enclosure. It is the Owner's responsibility to maintain the appearance of the mailbox on said Lot.
28. House foundation must be constructed so that there is no visible opening (other than necessary vents) between the floor of the house and the ground.
29. Other than a freestanding mailbox, no structures shall be permitted on or in easements.
30. Within easements, no planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in which the easements run which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements for which a public authority or utility company is responsible.

31. No roof, including those of any dwelling or detached garage, shall be of a material other than wood, slate, tile or composition material unless approved by the Building & Quality of Life Committee. At a minimum, the roof pitch of the main residential structure shall be 8/12 unless otherwise approved by the Building & Quality of Life Committee.
32. No above ground pools nor partially in ground pools are allowed. A pool house may be constructed on each Lot as long as it matches the house in veneer, roof and paint color as approved by the Building & Quality of Life Committee.
33. Any person, firm or corporation desiring to construct an irrigation water well and/or sewage disposal system upon the above described real property shall submit prior to construction, the plans for construction of said irrigation water well and/or disposal system to the Pottawatomie County Department of Health, or other required entity, and secure the approval of the same. All water and septic systems/aerobic systems must meet the minimum requirements of all authorities authorized by law, including, but not limited to, the Pottawatomie County Department of Health and the DEQ.

ACTS & STATUES

34. Except as set forth herein, no part of the property shall be used for the maintenance, care, or housing of swine, poultry (including but not limited to chickens, ducks, pheasants, or guineas), horses, cattle, sheep, goats or any type of animal, except for household pets such as dogs and cats. All pets are to be restricted to property at all times, unless being walked on a leash within neighborhood. No commercial or recreational raising of animals or insects, i.e., beehives, is allowed. No more than four (4) dogs over the age of four (4) months are allowed to occupy any Lot. Same number restrictions applies to cats. American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier and Rottweiler, whether mixed breed or not, are prohibited from being brought into Vista Rose Estates, either by any Owner of any Lot or by any visitor.

35. The parking or open storage of inoperative or unlicensed motor vehicles or the accumulation of unsightly salvaged materials is prohibited.
36. No house trailers, truck body, tent, shack, garage, barn or other outbuilding shall not be at any time used as a residence, nor shall any residence of any temporary character be permitted.
37. No parking is allowed or authorized in the road easements. This includes vehicles used for new construction or repair services of any and all kinds. Parking of licensed vehicles is to be on property driveways or other designated parking areas approved by Building & Quality of Life Committee.
38. No house or outbuilding previously used shall hereafter be moved on to any property in the addition, nor shall any mobile or manufactured home be placed on or attached to any Lot.
39. Other than working from home or a remote corporate office, no physical business or trade activity shall be carried on upon any residential Lot other than business transactions as they may pertain to the Developer. No illegal, immoral, noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
40. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the property except upon those days scheduled for garbage and refuse collection. Garbage cans are to be stored out of sight.
41. Clothes lines are not permitted.
42. All playground equipment and large toys must be located in the backyard. It is the responsibility of the owner to maintain such equipment with paint and stain, keep in repair, and remove immediately if damaged or located out of view of neighbors.

43. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No burning of trash, to include, but not limited to, refuse and garbage is permitted.
44. Other than the exclusive right of the Developer, no sign of any kind shall be displayed to the public view on any Lot or trace except one sign not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

VISTA ROSE ESTATES HOME OWNERS ASSOCIATION

45. The Developer and every owner shall have a right and easement of enjoyment in and to the common Area/Green Belt Area that shall be applicable to and shall pass with the title to every Lot, subject to the following provisions:
- a. The right of the Homeowners Association to suspend the voting rights and right to use the recreation facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
46. The Developer and any owner may delegate in accordance with the covenants, his right of enjoyment to the Common Area/Green Belt Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Each owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas as follows:
- a. Each owner shall comply with the covenants, agreements, and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.
 - b. Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be cause for an action to recover sums due, for damages, or injunctive relief or both, and for reimbursement of all attorney's

fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owner or, in a proper case by an aggrieved Owner.

48. Vista Rose Estates shall be a part of the Vista Rose Estates Home Owners Association ("Association"), a non-profit entity, which is currently established pursuant to the General Corporation Act of the State of Oklahoma and was formed for the general purposes of maintaining the common area and enhancing the value, desirability and attractiveness of Vista Rose Estates. Vista Rose Estates Homeowners Association will begin assessments on the sale and closing of each home in Vista Rose Estates.
49. Every person or entity who is a record Owner of the fee interest of a Lot shall be a member of the Homeowners Association, and membership shall be applicable to and may not be separated from the ownership of a Lot. The acceptance of a deed to a Lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording the deed, whichever occurs last.
50. All of the rights to and responsibilities of the association go with the membership to Vista Rose Estates Home Owners Association. This association will own the Common Area/Greenbelt Areas of Vista Rose Estates. The association will have all the rights and responsibilities of ownership to those areas. They may not sell the land. The land must always be used for recreation, park-like use or seasonal beatification. Proper upkeep of the areas is the direct responsibility of the Association. All Fish are catch-and-release only and no hunting or discharge of firearms is allowed.
51. All the maintenance, upkeep, improvement costs, utilities, taxes, etc. are the responsibilities of the Association and must be paid by its members in an orderly and timely fashion. All transactions of the Association Officers are to be kept in an orderly, recorded manner by the President or Secretary of the Association, and open for examination to each member.

52. The Owners and each subsequent owner of a Lot, by acceptance of a deed thereof, is deeded to covenant and agree to pay the Association an annual assessment as established by the Board of Directors. The assessment of fees will be the amount necessary to cover the normal and regular cost associated with the common ground, property of Vista Rose Estates, and potentially community wide events. The initial annual fee will be \$325.00 and will be due at the time of the Lot purchase. The assessments will be subject to change thereafter as determined by the Homeowners Association. The Developer will handle the clerical and management duties needed until the responsibility is assumed by the Homeowners Association ("HOA"). An Association will be formed after eight-five (85) percent of the entire development of Vista Rose Estates, Phase 1-4 is sold or in advance at the Developer's discretion and all duties will be transferred to the HOA.

53. If the Lot owner does not pay the annual fee and it becomes delinquent, the HOA must give written notice of the default to the Lot owner. If the defaulting Lot Owner does not pay to the HOA the annual fee after written notice is given, then the HOA may assess a \$100.00 monthly penalty for the nonpayment. The monthly fee will continue to accrue until the annual fee, plus the penalty is paid in full.

The HOA retains the power to place a lien on the homeowner's property if after four (4) months of the original written notice the homeowner becomes delinquent in paying the monthly fees and/or any special assessments (collectively referred to as "assessments") Once any Lot owner becomes delinquent on paying the monthly fees and/or assessments, a lien will automatically be attach to the homeowner's property within 30 business days, typically as of the date the monthly fees or assessments became due with the HOA and records its lien with the Pottawatomie County Clerk. The HOA will be entitled to collect annual assessments together with the penalty, costs and reasonable attorneys' fees if it is required to foreclose its lien.

54. The Developer will not, and unless in violation, the approved builders will not be required to pay Association dues, but will have all the rights, privileges and

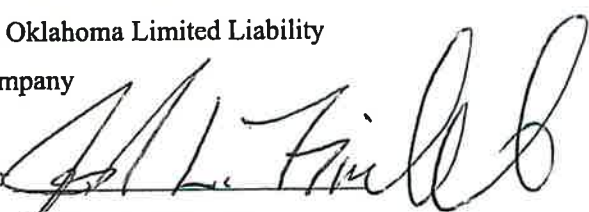
responsibilities as an HOA member. HOA dues will be paid by the subsequent homeowner, unless approved home builder plans to rent or lease or not sale property.

55. The Association may, as its option, employ a manager, independent contractors, and such other employees as it deems necessary and prescribed their duties, and enter into contracts and agreements, all for the purpose of providing for the performance of the business, powers, duties and/or obligations of the Association, or any portion thereof. It is mandatory that all the Lots be maintained in a reasonably presentable manner.

56. The regular assessment may be increased by the Developer of the Homeowners Association Board as needed to maintain the integrity of Vista Rose Estates. Notice of increase pursuant to this section shall be given to each Owner prior to the commencement of each year for which such increase is to be effective.

IN WITNESS WEHERE, Vista Rose Estates, LLC, an Oklahoma limited company, has hereby executed this instruction this 28 day of May, 2024.

Vista Rose Estates, LLC
An Oklahoma Limited Liability
Company

By: 
Josh L. Trimble, Manager

STATE OF OKLAHOMA)
)
 ss:
COUNTY OF POTTAWATOMIE)

This instrument was acknowledged before me on May 28 2024, by Josh L. Trimble,
Manager of Vista Rose Estates, LLC, an Oklahoma limited liability company.

(Seal):



Notary Public: June M. Buckner
My Commission Expires: 5/3/2026