

BK1103 Pg 3050

FOXTAIL VILLAS OF BISON TRAILS

AN ADDITION TO THE CITY OF BARTLESVILLE
BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2, SE/4) OF
SECTION 15, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND RESTRICTIONS OF FOXTAIL VILLAS OF BISON TRAILS
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA
KNOW ALL MEN BY THESE PRESENTS:

THAT BISON PLAINS DEVELOPMENT, L.L.C. DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN WASHINGTON COUNTY, OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION, THENCE S89°51'32"W A DISTANCE OF 860.30'; THENCE N01°08'30"W A DISTANCE OF 620.00'; TO THE POINT OF BEGINNING, THENCE S89°51'32"W A DISTANCE OF 547.37'; THENCE N01°08'30"W A DISTANCE OF 204.37'; THENCE S89°51'32"W A DISTANCE OF 220.70'; THENCE N01°08'30"W A DISTANCE OF 420.00'; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°12'14", A RADIUS OF 2000.00'; THENCE S78°47'53"E A DISTANCE OF 44.51'; THENCE S28°23'03"E A DISTANCE OF 112.77'; THENCE N63°52'07"E A DISTANCE OF 324.91'; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°21'55", A RADIUS OF 470.00'; A DISTANCE OF 102.51'; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S19°02'29"E, A CHORD LENGTH OF 164.37'; CENTRAL ANGLE OF 41°51'27"; A RADIUS OF 225.00'; A DISTANCE OF 164.37'; THENCE S89°10'22"E A DISTANCE OF 51.22'; THENCE S01°08'45"E 782.77' TO THE POINT OF BEGINNING.

WHICH REAL ESTATE HAS BEEN SURVEYED AND PLATTED IN LOTS AND BLOCKS UNDER THE NAME OF "FOXTAIL VILLAS OF BISON TRAILS" AS REFLECTED BY THE CERTAIN DEED OF DEDICATION AND PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA.

ARTICLE ONE - DEFINITIONS

- ASSOCIATION. "ASSOCIATION" SHALL MEAN AND REFER TO FOXTAIL VILLAS OF BISON TRAILS HOMEOWNERS' ASSOCIATION, INC., AN OKLAHOMA NOT FOR PROFIT CORPORATION, AND ITS SUCCESSORS AND ASSIGNS.
- COMMON AREAS. "COMMON AREAS" SHALL MEAN AND REFER TO ALL PROPERTY OWNED BY THE ASSOCIATION AND ALL EASEMENTS RESERVED FOR THE BENEFIT OF OR GRANTED TO THE ASSOCIATION FOR THE COMMON USE AND BENEFIT OF ITS MEMBERS INCLUDING STREETS AND ENTRY WAY, STREET LIGHTS, EXTERIOR FENCES CONSTRUCTED BY DECLARANT, AND IN PARTICULAR STORM DRAINAGE EASEMENTS, WHICH WILL BE LANDSCAPED AND MAINTAINED FOR RECREATIONAL USAGE.
- DECLARANT. "DECLARANT" SHALL MEAN AND REFER TO BISON PLAINS DEVELOPMENT, L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ITS SUCCESSORS AND ASSIGNS.
- LOT. "LOT" SHALL MEAN AND REFER TO ANY OF THE PLOTS OF LAND ON THE PLAT OF FOXTAIL VILLAS OF BISON TRAILS ADDITION TO THE CITY OF BARTLESVILLE, OKLAHOMA, ON WHICH THERE IS OR WILL BE BUILT A RESIDENTIAL DWELLING.
- MEMBER. "MEMBER" SHALL MEAN AND REFER TO EVERY PERSON OR ENTITY WHO HOLDS MEMBERSHIP IN THE ASSOCIATION.
- OWNER. "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF THE FEE SIMPLE TITLE TO ANY LOT OR PORTION OF A LOT ON WHICH THERE IS OR WILL BE A DETACHED SINGLE-FAMILY RESIDENCE, INCLUDING CONTRACT PURCHASERS, UNLESS THE CONTEXT OTHERWISE REQUIRES, THE DECLARANT, BISON PLAINS DEVELOPMENT, L.L.C. SHALL NOT BE INCLUDED WITHIN THE TERM "OWNER".
- SUBDIVISION. "SUBDIVISION" SHALL MEAN AND REFER TO FOXTAIL VILLAS OF BISON TRAILS ADDITION TO THE CITY OF BARTLESVILLE, OKLAHOMA, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA.

ARTICLE TWO - PURPOSE

THE SUBDIVISION IS HEREBY ENCLAVED BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREINAFTER SET FORTH TO INSURE THE BEST AND HIGHEST USE AND THE MOST APPROPRIATE DEVELOPMENT AND IMPROVEMENT OF EACH LOT WITHIN THE SUBDIVISION FOR RESIDENTIAL PURPOSES TO PROTECT THE OWNERS OF LOTS AGAINST THE IMPROPER USE OF SUBDIVIDING LOTS, TO PRESERVE, SO FAR AS PRACTICABLE, THE NATURAL BEAUTY OF THE SUBDIVISION, TO GUARD AGAINST THE ERECTION OF POORLY DESIGNED OR POORLY PROPORTIONED STRUCTURES OF IMPROPER OR UNSUITABLE MATERIALS, TO ENCOURAGE AND SECURE THE ERECTION OF ATTRACTIVE, IMPROVEDLY LOCATED IMPROVEMENTS ON EACH LOT, TO PREVENT HARMFUL AND UNWARRANTED IMPROVEMENT OF THE LOTS, TO SECURE AND MAINTAIN THE PROPER USE OF EACH LOT, TO PRESERVE AND ENHANCE THE VIEW AND THE LINES OF SIGHT AND VIEW FROM THE LOTS AND THE PROPERTIES, AND, IN GENERAL, TO PROVIDE FOR DEVELOPMENT OF THE HIGHEST QUALITY TO ENHANCE THE VALUE OF THE INVESTMENT MADE BY OWNERS IN PURCHASING LOTS IN THE SUBDIVISION.

ARTICLE THREE - FOXTAIL VILLAS AT BISON TRAILS HOMEOWNERS' ASSOCIATION, INC.

- CREATION. THE ASSOCIATION SHALL BE INCORPORATED AS AN OKLAHOMA NOT FOR PROFIT CORPORATION AND SHALL BE ESTABLISHED AS A HOMEOWNERS' ASSOCIATION PURSUANT TO SECTION 851 ET SEQ. OF TITLE 60 OF THE OKLAHOMA STATUTES (THE "ACT"). THE ASSOCIATION SHALL BE FORMED FOR THE PURPOSES, CHARGED WITH THE DUTIES AND VESTED WITH THE POWERS AND PRIVILEGES PRESCRIBED BY THE ACT OR AS SET FORTH IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS THEREOF, WHETHER THE CERTIFICATE NOR THE BY-LAWS OF THE ASSOCIATION SHALL, FOR ANY REASON, BE INCONSISTENT WITH THE PROVISIONS OF THIS DECLARATION. IN THE EVENT OF INCONSISTENCY BETWEEN THIS DECLARATION AND THE CERTIFICATE OF INCORPORATION AND/OR BY-LAWS OF THE ASSOCIATION, THE TERMS OF THIS DECLARATION SHALL BE CONTROLLING.
- MEMBERSHIP.
 - EVERY OWNER (INCLUDING THE DECLARANT) OF A LOT WITHIN THE SUBDIVISION SHALL AUTOMATICALLY BECOME A MEMBER OF THE ASSOCIATION.
 - MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM LOT OWNERSHIP. MEMBERSHIP SHALL BE IN ACCORDANCE WITH THE ARTICLES AND BY-LAWS OF THE ASSOCIATION.
- VOTING RIGHTS.
 - EACH LOT SHALL BE ENTITLED TO ONE (1) VOTE ON ALL MATTERS SUBJECT TO VOTING APPROVAL OF THE MEMBERS OF SUCH ASSOCIATION PROVIDED, HOWEVER, THAT IN THE EVENT OF THE RESUBDIVISION OF ANY LOT, THE NUMBER OF VOTES TO WHICH SUCH LOT IS ENTITLED SHALL BE INCREASED AS NECESSARY TO RETAIN THE RATIO OF ONE (1) VOTE FOR EACH LOT RESULTING FROM SUCH RESUBDIVISION. NO RESUBDIVISION SHALL BE EFFECTIVE FOR PURPOSES OF THESE RESTRICTIONS, UNLESS THE SAME IS APPROVED BY THE APPROPRIATE GOVERNMENTAL ENTITY. IN THE EVENT OF THE CONSOLIDATION OF TWO (2) OR MORE LOTS FOR PURPOSES OF ANY CONSTRUCTION OF A SINGLE RESIDENCE THEREON, VOTING RIGHTS SHALL CONTINUE TO BE DETERMINED ACCORDING TO THE NUMBER OF ORIGINAL LOTS CONTAINED IN SAID CONSOLIDATED LOT.
 - WHEN MORE THAN ONE PERSON OR ENTITY HOLDS AN INTEREST IN ANY LOT, ALL SUCH PERSONS OR ENTITIES SHALL BE MEMBERS. THE VOTE FOR SUCH LOT MAY BE EXERCISED AS THE OWNERS THEREOF MUTUALLY AGREE, BUT IN NO EVENT SHALL THE VOTE FOR SUCH LOT EXCEED THE TOTAL SHARE VOTE TO WHICH EACH LOT IS ENTITLED AS HEREIN PROVIDED.
 - ANY MEMBER IN DEFAULT IN THE PAYMENT OF ANY ASSESSMENT OR THE PERFORMANCE OF ANY OBLIGATION IMPOSED BY THIS DECLARATION SHALL NOT BE ENTITLED TO VOTE AT ANY MEETING OF THE ASSOCIATION AS LONG AS SUCH DEFAULT REMAINS IN EXISTENCE.

ARTICLE FOUR - ASSESSMENTS

- ASSESSMENTS ESTABLISHED. EACH OWNER OF ANY LOT IN THE SUBDIVISION, BY ACCEPTANCE OF A DEED AND/OR CONTRACT FOR DEED THEREOF, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED AND/OR CONTRACT, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION: (1) MONTHLY ASSESSMENTS OR CHARGES; (2) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS; AND (3) ANY ADDITIONAL ASSESSMENTS WHICH MAY BE LIEED AS THE RESULT OF ANY MAINTENANCE EXPENSE INCURRED BY THE ASSOCIATION PURSUANT TO ARTICLE EIGHT OF THIS DECLARATION. SUCH ASSESSMENTS SHALL BE ESTABLISHED AND COLLECTED AS HEREINAFTER PROVIDED.
- PURPOSES OF MONTHLY ASSESSMENTS. THE REGULAR MONTHLY ASSESSMENTS LIEED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY TO MAINTAIN, PRESERVE AND OPERATE THE ASSOCIATION'S COMMON AREAS FOR THE BENEFIT OF ITS MEMBERS. SUCH PURPOSES SHALL INCLUDE, BUT NOT BE LIMITED TO, PROVIDING UTILITY SERVICES TO COMMON AREAS, PAYING AD VALOREM TAXES, IF ANY, ON COMMON AREAS, PROVIDING FOR THE MAINTENANCE OF STREETS, STREET LIGHTS AND EXTERIOR FENCES WHICH ARE CONSIDERED A PART OF THE COMMON AREAS, PROVIDING ELECTRICITY FOR STREET LIGHTS, MAINTAINING AND PRESERVING COMMON AREAS, AND CREATING REASONABLE RESERVES FOR THE FUTURE MAINTENANCE, PRESERVATION AND OPERATION OF COMMON AREAS.
- AMOUNT OF MONTHLY ASSESSMENTS. THE DECLARANT SHALL ESTABLISH AN ANNUAL BUDGET FOR THE ASSOCIATION. THEREAFTER, THE ASSOCIATION SHALL MAKE A REASONABLE EFFORT TO ESTABLISH A BUDGET ON OR BEFORE DECEMBER 31ST OF EACH YEAR FOR THE FOLLOWING CALENDAR YEAR. SUCH BUDGET SHALL INCLUDE AN ESTIMATE OF ALL EXPENSES AND RESERVES FOR WHICH SUCH ASSOCIATION SHALL BE RESPONSIBLE. A MONTHLY BUDGET SHALL THEN BE OBTAINED BY DIVIDING THE TOTAL ESTIMATED ANNUAL BUDGET BY TWELVE (12) MONTHS. EACH MEMBER'S SHARE SHALL BE PROVIDED AMONG THE MEMBERS OF SUCH ASSOCIATION BY WAY OF MONTHLY ASSESSMENTS IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION.

ARTICLE FOUR - ASSESSMENTS CONTINUED

- SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO MONTHLY ASSESSMENTS, THE ASSOCIATION MAY LEVY, IN ANY CALENDAR YEAR, SPECIAL ASSESSMENT(S) APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFERRING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING UTILITIES AND PERSONAL PROPERTY RELATED THERETO. SUCH SPECIAL ASSESSMENT MAY INCLUDE CHARGES BY THE CITY OF BARTLESVILLE FOR MAINTENANCE OF ANY RESTRICTED DRAINAGEWAY EASEMENTS OF THE SUBDIVISION, AS FURTHER DESCRIBED IN ARTICLE 9, SECTION 4 BELOW. A MEETING OF THE ASSOCIATION SHALL BE CALLED HEREON ANY SPECIAL ASSESSMENT. FOR ANY ASSESSMENT OTHER THAN ONE ASSOCIATED WITH MAINTENANCE OF RESTRICTED DRAINAGEWAY EASEMENT, THERE SHALL BE REQUIRED TO HAVE THEIR VOTES EQUAL TO A MAJORITY OF VOTES ELIGIBLE TO BE CAST, IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR THAT PURPOSE.
- NOTICE AND QUORUM. WRITTEN NOTICE OF ANY MEETING CALLED FOR THE PURPOSE OF TAKING ANY ACTION AUTHORIZED UNDER THE PRECEDING PARAGRAPH 4 OF THIS ARTICLE SHALL BE SENT TO ALL MEMBERS OF THE ASSOCIATION WHO WOULD BE AFFECTED BY SUCH SPECIAL ASSESSMENT, NOT LESS THAN FIFTEEN (15) DAYS NOR MORE THAN FIFTY (50) DAYS IN ADVANCE OF THE MEETING. THE PRESENCE OF MEMBERS ENTITLED TO CAST THIRTY PERCENT (30%) OF ALL OF THE VOTES OF THE MEMBERS WHO WOULD BE AFFECTED BY SUCH SPECIAL ASSESSMENT, OR THEIR PROXIES, SHALL CONSTITUTE A QUORUM. IF THE REQUIRED QUORUM IS NOT PRESENT, ANOTHER MEETING MAY BE CALLED SUBJECT TO THE SAME NOTICE AND QUORUM REQUIREMENTS.
- UNIFORM BASIS OF ASSESSMENTS. BOTH MONTHLY AND SPECIAL ASSESSMENTS SHALL BE FIXED AT A UNIFORM BASIS FOR ALL LOTS SUBJECT THERETO IN ACCORDANCE WITH PARAGRAPH 11 HEREIN AND AS SET FORTH IN THE ASSOCIATION'S BYLAWS AND MAY BE COLLECTED ON A MONTHLY BASIS. DIFFERENT ASSESSMENT AMOUNT MAY CHARGED FOR DEVELOPED LOTS VERSUS UNDEVELOPED LOTS.
- DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATES. THE MONTHLY ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE AS TO EACH LOT SUBJECT TO SUCH ASSESSMENT ON THE FIRST DAY OF THE FIRST MONTH FOLLOWING THE CONVEYANCE OF SUCH LOT FROM DECLARANT TO AN OWNER, AS EVIDENCED BY DEED OR CONTRACT FOR DEED, AND SHALL CONTINUE THEREAFTER AT THE DISCRETION OF THE ASSOCIATION. THE INITIAL MONTHLY ASSESSMENT TO BE LEVIED BY THE ASSOCIATION SHALL BE FIXED BY DECLARANT; THEREAFTER, THE ASSOCIATION'S BOARD OF DIRECTORS SHALL FOR THE AMOUNT OF THE MONTHLY ASSESSMENT AGAINST EACH LOT SUBJECT THERETO AT LEAST THIRTY (30) DAYS PRIOR TO JANUARY 1ST OF EACH CALENDAR YEAR AND WRITTEN NOTICE OF THE AMOUNT OF THE MONTHLY ASSESSMENT AND THE DUE DATES WHICH ARE ESTABLISHED BY THE ASSOCIATION'S BOARD OF DIRECTORS SHALL BE SENT TO THE OWNER OF EVERY LOT SUBJECT THERETO. THE ASSOCIATION SHALL UPON DEMAND AND FOR A REASONABLE CHARGE, FURNISH A CERTIFICATE SIGNED BY AN OFFICER OF THE ASSOCIATION STATING WHETHER OR NOT THE ASSESSMENTS ON A LOT HAVE BEEN PAID.
- PERSONAL OBLIGATION AND LIEN REMEDIES OF THE ASSOCIATION FOR NONPAYMENT. THERE IS HEREBY IMPOSED A CONTINUING LIEN ON EACH LOT IN THE SUBDIVISION TO SECURE THE PAYMENT OF ANY ASSESSMENT AUTHORIZED HEREUNDER, INCLUDING ANY ASSESSMENT RESULTING FROM MAINTENANCE EXPENSE INCURRED BY THE DECLARANT OR THE COMMITTEE PURSUANT TO ARTICLE EIGHT HEREIN, AND SUCH LIEN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, BIND SUCH LOT OR LOTS IN THE HANDS OF THE THEN OWNER, AND SUCH OWNER'S HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. ANY ASSESSMENT AUTHORIZED HEREUNDER, INCLUDING ANY ASSESSMENT RESULTING FROM MAINTENANCE EXPENSE INCURRED BY THE DECLARANT OR THE COMMITTEE PURSUANT TO ARTICLE EIGHT HEREIN, BUT NOT PAID ON OR BEFORE THE DATE DUE SHALL BE DEEMED DELINQUENT. EACH SUCH ASSESSMENT, TOGETHER WITH INTEREST, COSTS, AND REASONABLE ATTORNEY'S FEES SHALL ALSO BE THE PERSONAL OBLIGATION OF THE OWNER OF SUCH PROPERTY AT THE TIME WHEN SUCH ASSESSMENT FALLS DUE. IF AN ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND THE ASSOCIATION MAY EITHER (1) BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR (2) FORECLOSE SAID LIEN AGAINST THE LOT, OR (3) BOTH; AND, IN SUCH EVENT, THERE SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENT INTEREST AS PROVIDED HEREIN AND ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF ANY COMMON AREA OR BY ABANDONMENT OF SUCH OWNER'S LOT.
- RESUBDIVISION OF THE LIEN TO MORTGAGEES. THE LIEN TO SECURE PAYMENT OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE ON A LOT. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE VALIDITY OF AN ASSESSMENT LIEN HEREUNDER. NO FORECLOSURE SALE OR TRANSFER SHALL RELIEVE THE PURCHASER OF SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN SECURING THE PAYMENT THEREOF. NO FORECLOSURE SALE OR TRANSFER SHALL RELIEVE THE DECLARANT OWNER FROM HIS PERSONAL OBLIGATION AND LIABILITY FOR PAYMENT OF THE ASSESSMENTS THEREFORE SECURED BY THIS LIEN.
- EXEMPT PROPERTY. THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPT FROM THE ASSESSMENTS, CHARGES, AND LIENS CREATED HEREIN:
 - ALL PROPERTY DEDICATED AND ACCEPTED BY ANY LOCAL GOVERNMENTAL AUTHORITY AND DEVOTED TO PUBLIC USE; AND
 - ALL COMMON AREAS.
- CALCULATION OF ASSESSMENTS BY LOT. THE ASSOCIATION MAY CHANGE THE PERCENTAGE PORTION OF THE TOTAL ASSESSMENT TO BE BORNE BY EACH LOT IN ORDER TO REFLECT ANY SUBSEQUENT RESUBDIVISION OF THE ORIGINAL LOTS AS PROVIDED IN ARTICLE THREE, PARAGRAPH 3(A) OF THESE RESTRICTIONS, OR CHANGE A DIFFERENT AMOUNT FOR DEVELOPED AND UNDEVELOPED LOTS. AN OWNER MAY CONSOLIDATE TWO (2) OR MORE LOTS FOR THE PURPOSE OF CONSTRUCTING ONE SINGLE FAMILY RESIDENCE THEREON PROVIDED, HOWEVER, THAT IN THE EVENT OF THE CONSOLIDATION OF TWO (2) OR MORE OF THE ORIGINAL LOTS, SUCH CONSOLIDATION SHALL, IN NO EVENT, HAVE THE EFFECT OF REDUCING THE ASSESSMENT DUE THEREON, AND SUCH ASSESSMENT SHALL CONTINUE TO BE BASED UPON THE FRACTIONAL SHARE FOR EACH OF THE ORIGINAL LOTS AS HEREIN SET FORTH. NO MODIFICATION OR ABANDONMENT OF ASSESSMENTS SHALL BE ALLOWED OR CLAIMED FOR INDEMNIFICATION OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS TO THE COMMON AREAS OR FROM ANY ACTION TAKEN TO COMPLY WITH ANY LAW, ORDINANCE, OR ORDER OF A GOVERNMENTAL AUTHORITY.

ARTICLE FIVE - MAINTENANCE BY AND SERVICES OF THE ASSOCIATION

THE ASSOCIATION SHALL MAINTAIN, PRESERVE AND OPERATE THE ASSOCIATION'S COMMON AREAS TO THE EXTENT AND THE EFFECT THAT THE ASSOCIATION'S BOARD OF DIRECTORS DEEMS APPROPRIATE FROM TIME TO TIME. THE ASSOCIATION'S RESPONSIBILITY TO PRESERVE COMMON AREAS SHALL INCLUDE, WITHOUT LIMITATION, AN OBLIGATION TO PAY ALL TAXES ASSESSED AGAINST SUCH COMMON AREAS. TO THE EXTENT ANY ENTRANCES, FENCES OR COMMON AREAS ARE SHARED WITH OTHER ADJACENTS, THE ASSOCIATION MAY DETERMINE WHAT PERCENTAGE OF SUCH COSTS SHALL BE PAID BY THE ASSOCIATION.

ARTICLE SIX - ARCHITECTURAL CONTROL COMMITTEE

- ARCHITECTURAL CONTROL COMMITTEE. AN ARCHITECTURAL CONTROL COMMITTEE (HEREINAFTER SOMETIMES REFERRED TO AS THE "COMMITTEE") SHALL BE DESIGNATED AND COMPOSED OF THREE (3) MEMBERS, AT LEAST TWO (2) OF WHOM SHALL BE A LOT OWNER WITH THE INITIAL COMMITTEE TO BE APPOINTED BY DECLARANT. THE FOLLOWING PERSONS ARE HEREBY DESIGNATED AS THE INITIAL MEMBERS OF THE COMMITTEE: STEPHEN S. ADAMS, KENNETH G. ADAMS, AND GARY L. PETTUS. UNTIL SUCH TIME AS ONE OF THE LOTS ARE SOLD TO OWNERS, THE DECLARANT SHALL APPOINT THE MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE. EACH MEMBER OF THE COMMITTEE SHALL SERVE FOR A TERM OF THREE (3) YEARS, UNLESS SUCH MEMBER SOONER RESIGNS BY GIVING WRITTEN NOTICE OF RESIGNATION TO THE REMAINING MEMBERS OF THE COMMITTEE, OR IS REMOVED AT THE DISCRETION OF DECLARANT OR THEIR SUCCESSORS AND ASSIGNS. THE COMMITTEE SHALL SERVE AT THE PLEASURE OF THE DECLARANT, THEIR SUCCESSORS AND ASSIGNS, AND A MEMBER OF THE COMMITTEE MAY BE RECALLED FOR ANY REASON OR NO REASON AT ALL, WHEN ONE HUNDRED PERCENT (100%) OF THE LOTS IN THE SUBDIVISION ARE SOLD. DECLARANT SHALL DELEGATE THE AUTHORITY TO APPOINT MEMBERS OF THE COMMITTEE TO THE ASSOCIATION BY WRITTEN NOTICE. THEREAFTER, THE ASSOCIATION, ACTING BY AND THROUGH ITS DULY APPOINTED BOARD OF DIRECTORS, AND ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT TO APPOINT AND REMOVE MEMBERS OF THE COMMITTEE.

ARTICLE SIX - ARCHITECTURAL CONTROL COMMITTEE CONTINUED

- SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. A COPY OF THE CONSTRUCTION PLANS AND SPECIFICATIONS, INCLUDING EXTERIOR VIEWS, EXTERIOR MATERIALS, COLORS AND ELEVATION; A DRAINAGE PLAN; A SITE PLAN SHOWING THE LOCATION OF ANY PROPOSED STRUCTURE OR IMPROVEMENTS; FENCING; A LANDSCAPING PLAN; A DRIVEWAY CONSTRUCTION PLAN; AND ANY OTHER INFORMATION OR DOCUMENTS WHICH MAY BE REQUIRED BY THE COMMITTEE SHALL BE SUBMITTED TOGETHER WITH ANY REVIEW FEES IMPOSED BY THE COMMITTEE IN ACCORDANCE WITH PARAGRAPH 3 OF THIS ARTICLE, TO THE COMMITTEE AT 2431 NIMONA PLACE, BARTLESVILLE, OK 74004, OR SUCH OTHER ADDRESS AS MAY HEREAFTER BE DESIGNATED IN WRITING FROM TIME TO TIME, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE CONSTRUCTION OF A LOT IS TO BE COMMENCED. NO STRUCTURE OR IMPROVEMENT, INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, WALLS, LANDSCAPING, POOLS, EXTERIOR STRUCTURE OR IMPROVEMENTS WHICH HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF THE MEMBERS OF THE COMMITTEE, THE COMMITTEE MAY, IN REVIEWING SUCH PLANS AND SPECIFICATIONS, CONSIDER ANY INFORMATION WHICH IT DEEMS PROPER, INCLUDING, WITHOUT LIMITATION, THE LIGHTING FEATURES, SECURITY AND EMERGENCY COMMUNICATIONS SYSTEMS AND OTHER INFORMATION WHICH THE OWNER INTENDS TO USE TO CONSTRUCT THE PROPOSED STRUCTURE OR IMPROVEMENTS THEREON AND THE BUILDER WHICH THE OWNER INTENDS TO USE TO CONSTRUCT THE PROPOSED STRUCTURE OR IMPROVEMENT. THE COMMITTEE MAY POSTPONE ITS REVIEW OF ANY PLANS AND SPECIFICATIONS SUBMITTED FOR APPROVAL, PENDING RECEIPT OF ANY INFORMATION OR MATERIAL WHICH THE COMMITTEE, IN ITS SOLE DISCRETION, MAY REQUIRE. A COPY OF THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A SITE PLAN SHOWING THE LOCATION OF THE PROPOSED STRUCTURE OR IMPROVEMENT, IF APPROVED, SHALL REMAIN IN THE POSSESSION OF THE COMMITTEE UNTIL THE SUBDIVISION IS BUILT OUT IN ITS ENTIRETY. SITE PLANS MUST BE APPROVED BY THE COMMITTEE PRIOR TO THE CLEARING OF ANY LOT OR THE CONSTRUCTION OF ANY IMPROVEMENTS THEREON. THE COMMITTEE MAY REFUSE TO APPROVE PLANS AND SPECIFICATIONS FOR PROPOSED IMPROVEMENTS ON ANY GROUND WHICH, IN THE SOLE AND ABSOLUTE DISCRETION OF THE COMMITTEE, ARE DEEMED SUFFICIENTLY INCLUDING, BUT NOT LIMITED TO, PURELY AESTHETIC GROUNDS. IN REVIEWING PLANS AND SPECIFICATIONS, THE COMMITTEE SHALL CONSIDER, BUT NOT BE LIMITED BY, THE PURPOSES SET FORTH IN ARTICLE TWO OF THIS DECLARATION.
- ADOPTION OF RULES AND REGULATIONS. THE COMMITTEE SHALL HAVE THE AUTHORITY TO ADOPT SUCH PROCEDURAL AND SUBSTANTIVE RULES, NOT IN CONFLICT WITH THIS DECLARATION, AS IT MAY DEEM NECESSARY OR APPROPRIATE FOR THE PERFORMANCE OF ITS DUTIES HEREUNDER. IN ADDITION, THE COMMITTEE SHALL HAVE THE POWER AND AUTHORITY TO IMPOSE SUCH REASONABLE CHARGES AS IT DEEMS NECESSARY OR CONVENIENT FOR THE REVIEW OF PLANS, SPECIFICATIONS AND OTHER DOCUMENTS AND INFORMATION SUBMITTED TO IT PURSUANT TO THE TERMS OF THIS DECLARATION. SUCH CHARGES SHALL BE HELD BY THE COMMITTEE AND USED TO DEFRAY THE ADMINISTRATIVE EXPENSES INCURRED BY THE COMMITTEE IN PERFORMING ITS DUTIES HEREUNDER PROVIDED, HOWEVER, THAT ANY EXCESS FUNDS HELD BY THE COMMITTEE SHALL BE DISTRIBUTED TO THE ASSOCIATION AT THE END OF EACH CALENDAR YEAR.
- ACTIONS OF THE COMMITTEE. THE COMMITTEE MAY, BY RESOLUTION UNANIMOUSLY ADOPTED IN WRITING, RESIGNATE ONE OR TWO OF ITS MEMBERS OR AN AGENT ACTING ON ITS BEHALF TO TAKE ANY ACTION OR PERFORM ANY DUTIES FOR OR ON BEHALF OF THE COMMITTEE, EXCEPT THE GRANTING OF VARIANCES AS HEREINAFTER PROVIDED. IN THE ABSENCE OF SUCH DESIGNATION, THE VOTE OF A MAJORITY OF ALL OF THE MEMBERS OF THE COMMITTEE TAKEN WITHOUT A MEETING SHALL CONSTITUTE AN ACT OF THE COMMITTEE.
- FAILURE TO ACT. IN THE EVENT THAT ANY PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE COMMITTEE AS PROVIDED HEREIN, AND THE COMMITTEE SHALL EITHER TO APPROVE OR REJECT SUCH PLANS AND SPECIFICATIONS FOR A PERIOD OF TWENTY-ONE (21) DAYS FOLLOWING SUCH SUBMISSION, NO APPROVAL BY THE COMMITTEE SHALL BE REQUIRED, AND APPROVAL OF SUCH PLANS AND SPECIFICATIONS SHALL BE PRESUMED; PROVIDED, HOWEVER, THAT SUCH TWENTY-ONE (21) DAY PERIOD SHALL NOT BEGIN TO RUN UNTIL ALL INFORMATION REQUIRED TO BE SUBMITTED BY THE COMMITTEE TO ASSIST IN ITS REVIEW OF ANY PLANS OR SPECIFICATIONS HAS BEEN RECEIVED BY THE COMMITTEE. ANY FAILURE OF THE COMMITTEE TO ACT UPON A REQUEST FOR A VARIANCE HEREINAFTER SHALL NOT BE DEEMED A CONSENT TO SUCH VARIANCE, AND THE COMMITTEE'S WRITTEN APPROVAL OF ALL REQUESTS FOR VARIANCES SHALL BE EXPRESSLY REQUIRED.
- VARIANCES. THE COMMITTEE MAY GRANT VARIANCES FROM COMPLIANCE WITH ANY OF THE PROVISIONS OF THIS DECLARATION OR ANY SUPPLEMENTAL DECLARATION HEREINAFTER PLACED OF RECORD, INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS UPON LOT SIZE SHAPE, FLOOR AREAS, LAND AREA, PLACE AND LOCATION OF STRUCTURES, SET-BACKS, BUILDING ENVELOPES, COLORS, MATERIALS, OR LAND USE, WHEN, IN THE OPINION OF THE COMMITTEE, IN ITS SOLE AND ABSOLUTE DISCRETION, SUCH VARIANCE WILL NOT BE ADVERSE TO THE OVERALL DEVELOPMENT PLAN FOR THE SUBDIVISION AND THE PROPERTIES, AND SUCH VARIANCE IS JUSTIFIED DUE TO USUAL OR AESTHETIC CONSIDERATIONS OR UNUSUAL CIRCUMSTANCES. ALL VARIANCES MUST BE EVIDENCED IN WRITING AND MUST BE SIGNED BY AT LEAST A MAJORITY OF THE MEMBERS OF THE COMMITTEE. IF A VARIANCE IS GRANTED, NO VIOLATION OF THE COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN THIS DECLARATION OR ANY SUPPLEMENTAL DECLARATION SHALL BE CONSIDERED TO HAVE OCCURRED BY THE OWNER OF SUCH PROPERTY AT THE TIME WHEN SUCH ASSESSMENT FALLS DUE. IF AN ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM, AND THE ASSOCIATION MAY EITHER (1) BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR (2) FORECLOSE SAID LIEN AGAINST THE LOT, OR (3) BOTH; AND, IN SUCH EVENT, THERE SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENT INTEREST AS PROVIDED HEREIN AND ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF ANY COMMON AREA OR BY ABANDONMENT OF SUCH OWNER'S LOT.
- DURATION OF APPROVAL. THE APPROVAL OR CONSENT OF THE COMMITTEE OF ANY PLANS AND SPECIFICATIONS, WHETHER BY ACTION OR IN ACTION, AND ANY VARIANCE GRANTED BY THE COMMITTEE SHALL BE VALID FOR A PERIOD OF THREE (3) MONTHS ONLY. IN THE EVENT OF CONSTRUCTION IN ACCORDANCE WITH SUCH PLANS AND SPECIFICATIONS OR VARIANCE IS NOT COMMENCED ON A LOT WITHIN SUCH THREE (3) MONTH PERIOD, THE OWNER OF THE LOT SHALL BE REQUIRED TO RESUBMIT SUCH PLANS AND SPECIFICATIONS OR REQUEST FOR A VARIANCE TO THE COMMITTEE, AND THE COMMITTEE SHALL HAVE THE AUTHORITY TO RE-EVALUATE SUCH PLANS AND SPECIFICATIONS IN ACCORDANCE WITH THIS ARTICLE AND MAY, IN ADDITION, CONSIDER ANY CHANGE IN CIRCUMSTANCES WHICH MAY HAVE OCCURRED SINCE THE TIME OF THE ORIGINAL APPROVAL THEREOF.
- NO WAIVER OF FUTURE APPROVALS. THE APPROVAL OR CONSENT OF THE COMMITTEE TO ANY PLANS OR SPECIFICATIONS FOR ANY WORK DONE OR PROPOSED IN CONNECTION WITH ANY OTHER MATTER REGARDING THE APPROVAL OR CONSENT OF THE COMMITTEE SHALL NOT BE DEEMED TO CONSTITUTE A WAIVER OF ANY RIGHT TO WITHHOLD APPROVAL OR CONSENT AS TO ANY PLANS AND SPECIFICATIONS, NOR OTHER MATTER, HOWEVER, SUBSEQUENTLY OR ADDITIONALLY SUBMITTED FOR APPROVAL BY THE SAME OR A DIFFERENT PERSON, NOR SHALL SUCH APPROVAL OR CONSENT BE DEEMED TO ESTABLISH A PRECEDENT FOR FUTURE APPROVALS BY THE COMMITTEE.
- NON-LIABILITY OF COMMITTEE MEMBERS. NEITHER THE COMMITTEE, NOR ANY MEMBER THEREOF, SHALL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE COMMITTEE'S DUTIES UNDER THIS DECLARATION, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE COMMITTEE OR ITS MEMBER, AS THE CASE MAY BE.

ARTICLE SEVEN - USE RESTRICTIONS

- LAND USE AND BUILDING TYPES. ALL LOTS SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES ONLY, AND NO BUILDING OR IMPROVEMENT SHALL BE CREATED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT, EXCEPT AS AUTHORIZED BY THIS DECLARATION AND CONDITIONS HEREOF. ALL BUILDINGS SHALL BE SUBJECT TO SUCH HEIGHT LIMITATIONS AS THE COMMITTEE MAY JUDGE NECESSARY TO PRESERVE LINES OF SIGHT AND VIEW FROM NEIGHBORING LOTS AND THE PROPERTIES.
- MINIMUM FLOOR AREA, EXTERIOR MATERIALS, AND ROOFS. ANY DWELLING CONSTRUCTED MUST HAVE A FLOOR AREA OF NOT LESS THAN 1,800 SQUARE FEET OF LIVING SPACE, WITH ALL SUCH MINIMUM FLOOR AREAS TO BE EXCLUSIVE OF OPEN AND CLOSED PORCHES, TERRACES, PATIOS, BALCONIES, DRIVEWAYS AND GARAGES.
- UNLESS SUCH REQUIREMENT IS EXPRESSLY WAIVED IN WRITING BY THE COMMITTEE, EIGHTY PERCENT (80%) OF THE EXTERIOR OF EACH SINGLE FAMILY DWELLING SHALL BE OF MASONRY CONSTRUCTION BELOW THE ROOF LINE. ALL ROOFS ON IMPROVEMENTS CONSTRUCTED ON THE LOTS SHALL CONSIST OF HERETIC 30 OR GREATER COMPOSITION SHINGLES, TILE, CONCRETE OR WOOD SHINGLES. NO METAL SHINGLES SHALL BE PERMITTED.
- SETBACKS. NO BUILDING SHALL BE LOCATED ON ANY OF THE LOTS NEARER TO THE FRONT OR SIDE LOT LINES THAN THE MINIMUM SETBACK LINES SHOWN ON THE DEED OF DEDICATION AND PLAT FOR THE SUBDIVISION FILED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA.
- GARAGES AND DRIVEWAYS. ALL GARAGES SHALL COMPLY WITH ALL OTHER RESTRICTIONS, COVENANTS, CONDITIONS AND LIMITATIONS ON USAGE HEREIN PROVIDED FOR OTHER IMPROVEMENTS IN THE SUBDIVISION. ALL GARAGES SHALL BE SUITABLE FOR NOT LESS THAN TWO AUTOMOBILES NOR MORE THAN THREE AUTOMOBILES. ALL GARAGES SHALL CONSIST OF ENCLOSED STRUCTURES AND CHIMNEYS SHALL BE PERMITTED ON ANY LOT. THE LOCATION OF ALL DRIVEWAY CUTS SHALL BE APPROVED IN CONJUNCTION WITH THE HOUSE PLANS BY THE COMMITTEE. ALL DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE.
- UNFINISHED STRUCTURES. NO HOUSE OR OTHER STRUCTURE SHALL REMAIN UNFINISHED FOR MORE THAN ONE (1) YEAR AFTER THE SLAB HAS BEEN COMPLETED.

FOXTAIL VILLAS OF BISON TRAILS
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Date Prepared: July 8, 2017

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(Cont.) OWNER'S CERTIFICATE AND RESTRICTIONS OF FOXTAIL VILLAS OF BISON TRAILS
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ARTICLE SEVEN - USE RESTRICTIONS CONTINUED

- 6. PROHIBITED STRUCTURES. EXCEPT AS PERMITTED IN ARTICLE SEVEN, PARAGRAPH 10 HEREOF, NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, CARPORT, BARN OR OTHER OUTBUILDING SHALL BE ERRECTED AND/OR USED ON ANY LOT AT ANY TIME, EITHER TEMPORARILY OR PERMANENTLY. NO RESIDENTIAL BUILDING MAY BE REMOVED FROM ANY LOT IN THE SUBDIVISION. NO STRUCTURE CREATED ELSEWHERE, INCLUDING, BUT NOT LIMITED TO, OLD HOUSES AND PREFABRICATED STRUCTURES, SHALL BE MOVED ONTO ANY LOT. NO HOUSE TRAILER OR MOBILE HOME SHALL BE PLACED ON ANY LOT IN THE SUBDIVISION.
- 7. BUTANE AND FUEL TANKS. NO BUTANE OR FUEL TANK OR OTHER STRUCTURE OR FACILITY FOR THE STORAGE OF COMBUSTIBLE FUELS SHALL BE PLACED OR MAINTAINED ON ANY LOT, EXCEPT ONE TANK WITH A MAXIMUM VOLUME OF 5 POUNDS OF FUEL MAY BE ALLOWED IN THE BACKYARD OF A RESIDENCE FOR USE WITH A GRILL.
- 8. FENCES. ANY FENCE, WALL, HEDGE OR OTHER SIMILAR STRUCTURE OR IMPROVEMENT MUST BE APPROVED BY THE COMMITTEE WITH RESPECT TO LOCATION, HEIGHT, TYPE AND MATERIALS. NO CHAIN LINK PERIMETER FENCING OR VINYL PERIMETER FENCING SHALL BE PERMITTED. HOOD OR WINDSHIELD IRON FENCING IS PREFERRED. FOR THOSE LOTS IN BLOCK 1 BOUNDING THE COMMON AREA / DRAINAGE EASEMENT (LOTS 1,2, 9-18) FENCING SHALL BE A BLACK WROUGHT IRON FENCE FIVE (5) FEET IN HEIGHT OF THE FOLLOWING TYPE: FIVE FOOT, BLACK, 3-RAIL AMERICAN MOUNTAIN CLASSIC ORNAMENTAL IRON (OR UPGRADES THEREOF), WITH A SWING GATE OF SAME STYLE AND TYPE PERMISSIBLE FOR ACCESS TO THE COMMON AREA / DRAINAGE EASEMENT. NO FENCING SHALL EXCEED SIX (6) FEET IN HEIGHT. ALL FENCES SHALL HAVE AT LEAST ONE GATE EQUAL OR GREATER THAN FOUR FEET WIDE, EXCEPT THAT FOR THOSE LOTS WHICH ADJOIN NORMAN ROAD (LOTS 18-23, BLOCK 1) A COMMON FENCE WILL BE CONSTRUCTED WHICH WILL HAVE NO GATE AND NO ACCESS TO SUCH PUBLIC ROADWAY.
- 9. SIGNS. NO SIGNS OF ANY CHARACTER SHALL BE ALLOWED ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN FOR LOT IDENTIFICATION PURPOSES AND ONE POLITICAL SIGN PER CANDIDATE PER ELECTION, NO LARGER THAN THREE FEET, AND ONE SIGN NO LARGER THAN THREE FEET PRIOR TO ELECTION. HOWEVER, THE DECLARANT AND ANY OTHER PERSON OR ENTITY ENGAGED IN THE CONSTRUCTION AND/OR SALE OF RESIDENCES WITHIN THE SUBDIVISION SHALL HAVE THE RIGHT, DURING THE PERIOD OF DEVELOPMENT, CONSTRUCTION AND SALE OF HOUSES IN THE SUBDIVISION, TO CONSTRUCT AND MAINTAIN SUCH FACILITIES AS MAY BE REASONABLY NECESSARY OR CONVENIENT FOR SUCH CONSTRUCTION AND SALE, INCLUDING, BUT NOT LIMITED TO, SIGNS, SALES OFFICES, STORAGE AREAS, AND MODEL UNITS.
- 10. IDENTIFICATION OF LOTS. THE HOUSE NUMBER FOR EACH RESIDENCE SHALL BE DISPLAYED ON THE STREET-SIDE MAILBOX STRUCTURE, WHICH SHALL HAVE A BRICK OR ROCK VENEER, OR A COMBINATION THEREOF.
- 11. TRUCKS, BUSES, TRAILERS AND BOATS. NO BUS, SEMI-TRAILER, TRACTOR, MACHINERY, EQUIPMENT, OR TRUCK LARGER THAN A 3/4 TON PICKUP SHALL BE KEPT, PLACED, MAINTAINED, CONSTRUCTED OR REPAIRED ON OR IN THE STREET IN FRONT OF ANY LOT, EXCEPT FOR CONSTRUCTION AND REPAIR VEHICLES DURING THE PERIOD OF CONSTRUCTION ON A LOT. NO MOTOR VEHICLE OF ANY TYPE SHALL BE CONSTRUCTED OR REPAIRED ON, IN FRONT OF OR IN THE GARAGE OF ANY LOT.
- 12. MOTOR HOMES, RECREATIONAL HOUSE TRAILERS, HORSE TRAILERS, TRUCK CAMPERS, BOATS, BOAT TRAILERS AND RECREATIONAL VEHICLES OF ANY TYPE SHALL NOT BE PARKED OR KEPT ON THE STREET IN FRONT OF ANY LOT AT ANY TIME, PROVIDED, HOWEVER, THE SAME MAY BE PARKED FOR NOT MORE THAN 24 HOURS ON DRIVEWAYS. SUCH VEHICLES MAY NOT BE KEPT, PLACED, OR MAINTAINED ON ANY UNDEVELOPED LOT AT ANY TIME. NO MOTORIZED VEHICLE OF ANY KIND SHALL BE OPERATED IN ANY MANNER WHICH IS DANGEROUS, NOISY OR CREATES A NUISANCE IN THE OPINION OF THE COMMITTEE.
- 13. PARKING. ON-STREET PARKING FOR PERIODS IN EXCESS OF SIX (6) HOURS SHALL NOT BE PERMITTED.
- 14. DUMPING, RUBBISH, GARBAGE AND STORAGE. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH OR TRASH, AND ALL GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS, NO INCINERATOR SHALL BE KEPT OR MAINTAINED ON ANY LOT. ALL GARBAGE, STORAGE, AND DISPOSAL CONTAINERS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
- 15. ANIMALS AND LIVESTOCK. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, AND OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, NO MORE THAN TWO (2) DOGS, (2) CATS, AND NO OTHER OUTDOOR HOUSEHOLD PETS SHALL BE KEPT ON ANY ONE LOT AT ANY TIME. NO ANIMALS OR PETS SHALL BE KEPT IN OR ARE WALKING WITHIN THE SUBDIVISION. ALL ANIMALS SHALL BE KEPT WITHIN AN ENCLOSED AREA WHICH MUST BE CLEAN, SANITARY AND REASONABLY FREE OF WASTE AT ALL TIMES.
- 16. FIREARMS. NO FIREARMS OR EXPLOSIVES SHALL BE DISCHARGED ON ANY LOT, AND ONLY FIREARMS FOR THE PROTECTION OF AN OWNER'S FAMILY AND PROPERTY AND FIREARMS FOR SPORTING OR RECREATIONAL PURPOSES ALLOWED. NO EXPLOSIVES OR FIREWORKS OF ANY TYPE SHALL BE DISCHARGED WITHIN THE SUBDIVISION OR THE PROPERTIES. NO HUNTING, INCLUDING HUNTING WITH BOW AND ARROW, SHALL BE PERMITTED WITHIN THE SUBDIVISION OR THE PROPERTIES, AND NO FIREARMS OF ANY TYPE SHALL BE DISCHARGED WITHIN THE SUBDIVISION UNLESS NECESSARY IN ORDER TO PROTECT AN OWNER'S PERSON, FAMILY OR PROPERTY.
- 17. PROHIBITED ACTIVITIES. NO BUSINESS, PROFESSIONAL, COMMERCIAL, OR TRADE VENTURE OR ACTIVITY SHALL BE CONDUCTED ON ANY OF THE LOTS, PROVIDED, HOWEVER, THAT MODEL HOMES AND/OR SALES OFFICES MAY BE CONSTRUCTED AND MAINTAINED BY DECLARANT, THEIR SUCCESSORS AND ASSIGNS, IN CONNECTION WITH THE DEVELOPMENT OF AND THE CONSTRUCTION AND SALE OF HOUSES AND LOTS IN THE SUBDIVISION. AFTER COMPLETION OF PROJECT CONSTRUCTION, NO COMMERCIAL VEHICLE SHALL BE PARKED OVERNIGHT ON ANY DRIVEWAY OR STREET, SUBJECT TO THE PRIOR WRITTEN CONSENT OF THE COMMITTEE, WHICH CONSENT IS AND SHALL BE EXPRESSLY REQUIRED, SO LONG AS ACTIVITIES TO WHICH THE GENERAL PUBLIC IS INVITED, INCIDENTAL TO AN OWNER'S BUSINESS, MAY BE MAINTAINED WITHIN SUCH OWNER'S RESIDENCE. SUCH HOME AS ACTIVITIES CONDUCTED IN CONNECTION WITH SUCH HOME OFFICES DO NOT BECOME AN ANNOUNCE OR NUISANCE TO THE NEIGHBORHOOD, IN THE SOLE AND ABSOLUTE DISCRETION OF THE COMMITTEE.
- 18. AMBULANCE OR NUISANCE. NO NOISIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREIN WHICH IS OR MAY BECOME AN AMBULANCE OR NUISANCE TO THE NEIGHBORHOOD, IN THE SOLE DISCRETION OF THE COMMITTEE. NO CLOTHESLINES OR AIR CONDITIONER WINDOW UNITS SHALL BE VISIBLE FROM ANY PUBLIC STREET. NO UNSIGHTLY OR ELABORATE RADIO OR TELEVISION ANTENNA SHALL BE PERMITTED, PROVIDED, HOWEVER, THAT CONVENTIONAL ANTENNA FOR NORMAL HOUSEHOLD RADIO AND TELEVISION VIEWING PURPOSES MAY BE MAINTAINED. NO OFFENSIVE EXTERIOR LIGHTING SHALL BE PERMITTED.
- 19. SHRUBS AND TREES. NO FENCE, WALL, HEDGE, SHRUB OR TREE PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN THREE FEET (3') AND SIX FEET (6') ABOVE THE SURFACE OF ANY STREET OR ROADWAY SHALL BE PLANTED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE CURBLINE OF SUCH STREET INTERSECTING STREETS AND A LINE CONNECTING SUCH CURB LINES AT POINTS TWENTY-FIVE FEET (25') FROM THEIR INTERSECTION, OR, IN THE CASE OF A ROUNDED CORNER, FROM THE INTERSECTION OF THE CURBLINE AS EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN FEET (10') OF THE INTERSECTION OF A STREET CURBLINE AND THE EDGE OF A DRIVEWAY OR ALLEY. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE POLICE LINE IS MAINTAINED AT A HEIGHT OF MORE THAN SIX FEET (6') ABOVE GROUND LEVEL.
- 20. RESUBDIVISION AND CONSOLIDATION. NONE OF THE LOTS IN THE SUBDIVISION SHALL BE RESUBDIVIDED UNLESS SUCH RESUBDIVISION IS EXPRESSLY APPROVED IN WRITING BY THE COMMITTEE. ONLY ONE SINGLE FAMILY DWELLING SHALL BE ERRECTED ON ANY ONE LOT. THE CREATION OF ADEQUATE UTILITY EASEMENTS AND NORMAL GOVERNMENTAL APPROVALS FROM THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE A PREREQUISITE TO THE APPROVAL OF ANY RESUBDIVISION OF THE COMMITTEE. NO RESUBDIVISION SHALL RESULT IN A LOT OR LOTS SMALLER IN AREA THAN THE SMALLEST ORIGINAL LOT IN THE SUBDIVISION, AS SHOWN ON THE DEED OF BED AND PLAT. AN OWNER MAY CONSOLIDATE TWO OR MORE LOTS FOR THE PURPOSE OF CONSTRUCTING ONE SINGLE FAMILY DWELLING THEREON.
- 21. SOLAR EQUIPMENT. ALL USAGE OF SOLAR EQUIPMENT MUST BE APPROVED IN WRITING BY THE COMMITTEE.
- 22. POOLS. NO UNDERGROUND TYPE SWIMMING POOLS SHALL BE PERMITTED. ALL SWIMMING POOLS SHALL BE FENCED AND ALL HOT TUBS SHALL BE FENCED OR OTHERWISE ADEQUATELY SCREENED, ALL IN ACCORDANCE WITH CITY REQUIREMENTS AND THE OTHER PROVISIONS OF THE DECLARATION. ALL POOLS AND HOT TUBS SHALL BE KEPT CLEAN AND MAINTAINED IN OPERABLE CONDITION AT ALL TIMES.
- 23. LIGHTS. EXTERIOR HOLIDAY LIGHTS SHALL BE PERMITTED ONLY BETWEEN NOVEMBER 15 AND JANUARY 31. EXCEPT FOR SUCH HOLIDAY LIGHTS, ALL EXTERIOR LIGHTING SHALL BE LANDSCAPE/LOW VOLTAGE LIGHTING, RECESSED ACCENT LIGHTING (NO EXPOSED OR UP-LIGHTING) TO AVOID FLOOD-EFFECT AND SHALL USE ONLY WHITE OR CLEAR (NOT COLORED) LOW VOLTAGE BULBS.
- 24. LAWN, LANDSCAPING AND GARDENS. WITHIN 30 DAYS AFTER THE ISSUANCE OF ANY PERMANENT OR TEMPORARY CERTIFICATE OF OCCUPANCY FOR THE RESIDENCE, ALL LAWNS, INCLUDING ALL AREAS BETWEEN EACH RESIDENCE AND ANY ADJACENT STREET, REGARDLESS OF THE EXISTENCE AND LOCATION OF ANY FENCE, MOUNDING, BOUNDARY WALL, BERM, SIDEWALK OR RIGHT-OF-WAY LINE, SHALL BE FULLY SOODED AND SHALL REMAIN FULLY SOODED AT ALL TIMES THEREAFTER. PROVIDED, HOWEVER, THAT THE OWNER OF A LOT MAY LEAVE A PORTION OF THE LOT AS A NATURAL AREA WITH THE EXPRESS WRITTEN PERMISSION OF THE COMMITTEE.
- 25. WITHIN 30 DAYS AFTER THE ISSUANCE OF ANY PERMANENT OR TEMPORARY CERTIFICATE OF OCCUPANCY FOR THE RESIDENCE, THE OWNER THEREOF SHALL LANDSCAPE THE LOT TO THE SAME STANDARDS AS THAT GENERALLY PREVAILING THROUGHOUT THE SUBDIVISION, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, A MINIMUM EXPENDITURE OF \$800.00 ON FOUNDATION PLANTINGS IN THE FRONT YARD USING A PROFESSIONAL LANDSCAPER (IN ADDITION TO ANY FEES PAID BY THE DECLARANT OR DEVELOPER). ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPING PLANS APPROVED BY THE COMMITTEE.
- 26. WITHIN 90 DAYS AFTER THE ISSUANCE OF A PERMANENT OR TEMPORARY CERTIFICATE OF OCCUPANCY FOR THE RESIDENCE, EACH LOT SHALL HAVE A SPRINKLER SYSTEM WITH A RAIN SENSOR INSTALLED. EACH OWNER SHALL USE THE SPRINKLER SYSTEM AS NECESSARY OR APPROPRIATE DURING THE LATE SPRING, SUMMER AND EARLY FALL MONTHS. NO OWNER SHALL WATER THE LOT SUCH THAT THERE IS SIGNIFICANT RUNOFF ONTO ANY ADJACENT LOT OR COMMON AREA.
- 27. TO THE EXTENT ANY OF THE FOREGOING ITEMS ARE NOT COMPLETED PRIOR TO OCCUPANCY, THE OWNER SHALL ESORW FUNDS, IN AN AMOUNT OF (ANY AND MANNER DETERMINED BY THE DEVELOPER, TO ASSURE SUCH INSTALLATION WHEN WEATHER PERMITS.
- 28. EXTERIOR ANTENNAS AND POLES. NO TELEVISION, RADIO, CITIZENS BAND, SHORT WAVE OR OTHER ANTENNA, SATELLITE DISH (OTHER THAN AS PROVIDED BELOW), SOLAR PANEL, CLOTHES LINE OR POLE, PERMANENT BASKETBALL BACKBOARD, OR OTHER UNSIGHTLY PROJECTION SHALL BE ATTACHED TO THE EXTERIOR OF

FOXTAIL VILLAS OF BISON TRAILS

AN ADDITION TO THE CITY OF BARTLESVILLE
BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2, SE/4) OF SECTION 15,
TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA

ARTICLE SEVEN - USE RESTRICTIONS CONTINUED

ANY RESIDENCE OF EXTERIOR STRUCTURE OR ERRECTED IN ANY YARD, SHOULD ANY PART OR ALL OF THE RESTRICTION SET FORTH IN THE PRECEDING SENTENCE BE UNENFORCEABLE BECAUSE IT VIOLATES A STATUTE OR FIRST AMENDMENT OR ANY OTHER PROVISION OF THE UNITED STATES CONSTITUTION, THE ASSOCIATION SHALL HAVE THE RIGHT TO ESTABLISH RULES AND REGULATIONS REGARDING THE LOCATION, SIZE, LANDSCAPING AND OTHER AESTHETIC ASPECTS OF SUCH PROJECTIONS SO AS TO REASONABLY CONTROL THE IMPACT OF SUCH PROJECTIONS ON THE SUBDIVISION, AND ALL PARTS THEREOF, AND ANY SUCH RULES AND REGULATIONS SHALL BE BINDING UPON ALL OF THE LOTS. NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION TO THE CONTRARY, SMALL SATELLITE DISHES (MAXIMUM 18 INCHES IN DIAMETER) MAY BE INSTALLED ON THE BACKSIDE OF THE RESIDENCE SO AS TO RENDER THE INSTALLATION AS IMPERFECTIVE AS POSSIBLE TO OTHER OWNERS.

29. NO UNSIGHTLY MECHANICAL APPARATUS OR PROJECTION SHALL BE ATTACHED OR AFFIXED TO THE FRONT, OR WITHIN VIEW FROM THE FRONT, OF ANY RESIDENCE. AIR CONDITIONING UNITS SHALL EITHER BE ATTACHED TO THE BACKYARD, OR ON SIDE OF RESIDENCE BUT BEHIND FENCING OR OTHER AESTHETIC AND PERMANENT OBSTRUCTION THAT WILL HIDE THE VIEW OF SUCH UNIT(S).

ARTICLE EIGHT - EXTERIOR MAINTENANCE

1. MAINTENANCE REQUIREMENTS:

- (A) IN THE EVENT THE OWNER OF ANY LOT SHALL FAIL TO MAINTAIN SUCH LOT AND THE IMPROVEMENTS SITUATED THEREON IN A NEAT AND ORDERLY MANNER, THE ASSOCIATION, ACTING THROUGH THE COMMITTEE, ITS AGENTS AND EMPLOYEES, SHALL HAVE THE RIGHT TO ENTER UPON SAID LOT AND TO REPAIR, MAINTAIN, AND RESTORE THE LOT AND EXTERIOR OF ANY AND ALL BUILDINGS AND OTHER IMPROVEMENTS ERRECTED THEREON, ALL AT THE EXPENSE OF OWNER.
- (B) ALL PLANTS, SHRUBS, TREES, GRASS AND LANDSCAPING ON A LOT SHALL BE MAINTAINED IN A TRIMMED AND NEAT CONDITION AT ALL TIMES. IN THE EVENT THE OWNER OF A LOT FAILS TO PROPERLY MAINTAIN SUCH LANDSCAPING, THE ASSOCIATION SHALL BE ENTITLED TO DO SO, ALL AT OWNER'S EXPENSE.
- 2. ACCEPTABILITY OF MAINTENANCE. THE COMMITTEE SHALL HAVE THE SOLE AUTHORITY TO MAKE A DETERMINATION AS TO THE ACCEPTABILITY OF THE MAINTENANCE AND APPEARANCE OF ANY LOT, AND THE COMMITTEE SHALL HAVE THE ABSOLUTE DISCRETION AND AUTHORITY TO DETERMINE THE NECESSITY FOR REQUIRED MAINTENANCE OF LOTS WITHIN THE SUBDIVISION. NO UNSIGHTLY LOTS SHALL BE PERMITTED AT ANY TIME.
- 3. MAINTENANCE EXPENSE. IN THE EVENT THAT THE ASSOCIATION OR THE COMMITTEE INCURS ANY EXPENSE IN MAINTAINING ALL OR ANY PORTION OF A LOT, THE COSTS THEREOF SHALL BE CHARGED TO AND PAID BY THE OWNER OF SUCH LOT. IF SUCH OWNER FAILS TO PAY SUCH COSTS UPON DEMAND, THE ASSOCIATION SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION IN A COURT OF APPROPRIATE JURISDICTION TO RECOVER ANY SUCH COSTS INCURRED. IN ADDITION, THE ASSOCIATION SHALL BE ENTITLED TO PURSUE THE REMEDIES SET FORTH IN ARTICLE FOUR, PARAGRAPH 8 OF THIS DECLARATION.

ARTICLE NINE - STREETS, EASEMENTS AND UTILITIES

1. STREETS AND GENERAL UTILITY EASEMENTS: AREAS IDENTIFIED ON THIS PLAN AS A STREET ARE GRANTED TO PUBLIC USE AND SHALL NOT BE THE RIGHT OF ACCESS TO ANY SUCH STREETS SHALL NOT BE LIMITED OR RESTRICTED EXCEPT AS APPROVED BY THE CITY OF BARTLESVILLE. AREAS IDENTIFIED ON THIS PLAN AS "EASEMENT" OR "UTILITY EASEMENT" OR "UT" ARE HEREBY GRANTED TO AND RESERVED FOR USE BY THE VARIOUS UTILITY COMPANIES AND PRIVATE COMPANIES FOR THE PROVISION OF WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, GAS, TELEPHONE, AND CABLE SERVICE TO THE STRUCTURES WITHIN THIS SUBDIVISION AS FOLLOWS: (1) THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, UPGRADE, OR REBUILD ANY AND ALL OVERHEAD OR UNDERGROUND UTILITIES; (2) THE RIGHT OF INGRESS AND EGRESS OVER ALL LOTS FROM SAID EASEMENTS INDICATED AS IS NECESSARY TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE, UPGRADE, OR REBUILD SUCH FACILITIES; (3) THE RIGHT TO TRIM OR REMOVE ANY TREE NECESSARY TO MAINTAIN PROPER SERVICE; (4) THE RIGHT TO KEEP SAID EASEMENTS FREE OF ANY STRUCTURES OR OBSTACLES THAT THE COMPANY DEEMS A HAZARD TO THE UTILITY COMPANY; (5) THE RIGHT TO PROHIBIT ANY EXCAVATION WITHIN FIVE (5) FEET OF ANY UNDERGROUND UTILITY OR CHANGE OF GRADE THAT INTERFERES WITH OVERHEAD OR UNDERGROUND LINES.

OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE UTILITY COMPANIES. LOT OWNERS MAY USE AND ENJOY SAID LAND INCLUDED IN THE EASEMENTS SHOWN HEREON BY THE RIGHT HEREBY GRANTED TO THE COMPANIES, INCLUDING THE USE OF THE LAND FOR PLANTING, CULTIVATING, AND MAINTENANCE OF SHRUBBERY AND OTHER SMALL PLANTS AND PLANTINGS, CONSTRUCTION AND MAINTENANCE OF HARD SURFACED STREETS, SIDEWALKS, DRIVEWAYS, ROADS, PARKING LOTS OR AREA, OR OF FENCES OR PUBLIC FACILITIES ON, ACROSS, OR THROUGH THE ABOVE DESCRIBED EASEMENT AREAS, BUT MAY NOT CONSTRUCT ANY BUILDINGS OR SIMILAR STRUCTURES UPON THE EASEMENT AREAS.

THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THEIR LOT IN THE EVENT IT IS NECESSARY TO INSTALL OR REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICES.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE:

- (A) ALL ELECTRIC SUPPLY AND COMMUNICATION LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE.
- (B) UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE SHALL, THEREAFTER, BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT OF WAY EASEMENT ON SAID LOT, COVERING A ONE-FOOT STRIP EXTENDING TWO AND ONE-HALF (2.5) FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- (C) THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS PROVIDED FOR IN THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES SO INSTALLED BY IT.
- (D) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC OR COMMUNICATION FACILITIES. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE AND REPAIR OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES, BUT THE OWNER OF A LOT SHALL PAY FOR DAMAGE OR RELATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- (E) THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC AND COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

3. LIMITS OF ACCESS: AS SET FORTH ON THE PLAN, ALL RIGHTS OF INGRESS AND EGRESS TO THE PROPERTY WITHIN THE BOUNDS DESIGNATED THEREON AS "LIMITS OF ACCESS" (WHICH IS PROHIBITED) CAN BE RELEASED, CHANGED OR ALTERED BY THE BARTLESVILLE METROPOLITAN AREA PLANNING COMMISSION ON ITS SUCCESSIONS, WITH THE CONCURRING APPROVAL OF THE CITY ENGINEER OF THE CITY OF BARTLESVILLE, OKLAHOMA, AND THE ASSOCIATION.

4. RESTRICTIVE DRAINAGEWAY EASEMENT. CERTAIN AREAS OF THE SUBDIVISION ARE DESIGNATED AS "RESTRICTIVE DRAINAGEWAY" WHICH SHALL BE A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PROMOTING THE FLOW, CONVEYANCE, STORAGE AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. DRAINAGE FACILITIES CONSTRUCTED IN SAID RESTRICTIVE DRAINAGEWAY AREAS SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BARTLESVILLE AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BARTLESVILLE. SUCH PROPERTY SHALL BE CONSIDERED A PART OF THE SUBDIVISION'S COMMON AREAS, AND MAINTENANCE OF SAID RESTRICTIVE DRAINAGEWAY AREA AND FACILITIES SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION. IN THE EVENT SAID ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID AREA AND FACILITIES, THE CITY OF BARTLESVILLE IS GRANTED A LIMITED POWER OF ATTORNEY ON BEHALF OF THE ASSOCIATION TO ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE AN EXPENSE OF THE ASSOCIATION AND PAID BY THE LOT OWNERS PURSUANT TO THE TERMS OF THE ASSOCIATION'S BYLAWS (A PRO RATA BASIS). THE LIMITED POWER OF ATTORNEY SHALL INCLUDE THE POWER TO CALL A MEETING OF THE ASSOCIATION FOR THE PURPOSE OF ENFORCING THE PAYMENT BY LOT OWNERS OF THEIR RESPECTIVE SHARE OF ANY SUCH MAINTENANCE COSTS. THE CITY OF BARTLESVILLE SHALL GIVE THE LOT OWNERS AND THE ASSOCIATION 30 DAYS WRITTEN NOTICE BEFORE COMMENCING SUCH MAINTENANCE OR IN EXERCISING ITS AUTHORITY UNDER THE LIMITED POWER OF ATTORNEY TO CALL SUCH SPECIAL MEETING OF THE ASSOCIATION. IN THE EVENT SAID LOT OWNERS FAIL TO PAY THEIR SHARE OF THE COST OF SAID MAINTENANCE, SUCH SHALL BE A LIEN AGAINST LOTS). NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID RESTRICTIVE DRAINAGEWAY AREAS THAT CAN OBSTRUCT THE FLOW OF WATER WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF BARTLESVILLE, AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID RESTRICTIVE DRAINAGEWAY AREAS WITHOUT THE APPROVAL OF SAID CITY ENGINEER. SAID RESTRICTIVE DRAINAGEWAY EASEMENT OR ANY PART THEREOF MAY BE TERMINATED, RELEASED AND CANCELLED UPON RESOLUTION BEING ADOPTED BY THE BARTLESVILLE CITY COUNCIL, PROVIDED, HOWEVER, THAT SAID RESOLUTION SHALL REMAIN A COMMON AREA OF THE SUBDIVISION. DESIGNATION OF SAID DRAINAGEWAY DOES NOT IMPLY THAT OTHER AREAS OF PROPERTY WILL NOT FLOOD. THE CITY OF BARTLESVILLE ASSUMES NO LIABILITY FOR PROPERTY DAMAGE, BECAUSE OF STORM WATER.

ARTICLE TEN - GENERAL PROVISIONS

- 1. ENFORCEMENT. THE DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN COURT, ALL RESTRICTIONS, COVENANTS AND RESERVATIONS NOW OR HERETOFORE IMPOSED BY THE PROVISIONS OF THIS DECLARATION OR ANY SUPPLEMENTAL DECLARATION. ANY FAILURE TO ENFORCE THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER, AND ANY VIOLATION OF THESE COVENANTS SHALL NOT AFFECT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST OR OF ANY SECURED PARTY. ANY PERSON OR ENTITY FOUND, BY A COURT OF APPROPRIATE JURISDICTION, TO BE IN VIOLATION OF THIS DECLARATION SHALL BE LIABLE TO THE PARTY SEEKING TO ENFORCE THIS DECLARATION FOR ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED IN CONNECTION WITH THE ENFORCEMENT HEREOF.
- 2. SEVERABILITY. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT THE VALIDITY OF ANY OTHER PROVISION HEREOF, AND ALL SUCH OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3. AMENDMENT AND DURATION. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED OR CHANGED BY WRITTEN INSTRUMENT DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA AND SIGNED BY NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE THEN OWNERS OF THE LOTS IN THE SUBDIVISION. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DECLARANT OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, UNLESS AMENDED AS PROVIDED HEREIN, SHALL BE EFFECTIVE FOR A TERM OF THIRTY (30) YEARS FROM THE DATE THIS DECLARATION IS RECORDED. AFTER SUCH THIRTY (30) YEAR PERIOD, SAID COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS AMENDED AS PROVIDED HEREIN.

HAS EXECUTED THIS 31 DAY OF October 2011.

BISON PLAINS DEVELOPMENT, LLC (DECLARANT)

David Cantrell

IN WITNESS WHEREOF: GARY PETTUS, HAS EXECUTED THIS INSTRUMENT THIS 31ST DAY OF October 2011.

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON) SS

PERSONAL ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 31ST DAY OF October 2011, PERSONALLY APPEARED GARY PETTUS TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME AS HIS (THEIR) FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, THE DAY AND YEAR LAST WRITTEN ABOVE.

David M. Pettus
NOTARY PUBLIC
MY COMMISSION EXPIRES 1/09/2015



CERTIFICATE OF THE METROPOLITAN AREA PLANNING COMMISSION

THE PLAT OF FOXTAIL VILLAS OF BISON TRAILS IN BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA HAS BEEN FOUND TO COMPLY WITH THE CITY OF BARTLESVILLE SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF VARIANCES AS SET OUT ON THIS PLAN, AND THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE BARTLESVILLE METROPOLITAN AREA PLANNING COMMISSION ON THE 26TH DAY OF October 2011, AND IS NOW ELIGIBLE FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

David M. Pettus
CHAIRMAN

David M. Pettus
SECRETARY



COUNTY TREASURER'S CERTIFICATION:

I, *David M. Pettus*, TREASURER OF WASHINGTON COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT ALL TAXES DUE ON THE LAND DESCRIBE ON THE PLAT OF FOXTAIL VILLAS OF BISON TRAILS IN FULL FOR 2010 AND ALL PREVIOUS YEARS. IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THIS 17TH DAY OF December 2011.

TREASURER OF WASHINGTON COUNTY



CERTIFICATE OF CITY COUNCIL CERTIFICATION:

THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, DOES HEREBY APPROVE THE PLAT OF FOXTAIL VILLAS OF BISON TRAILS AND ACCEPT ALL PUBLIC EASEMENTS, WAYS AND LAND CONTAINED THEREON THIS 26TH DAY OF October 2011.

David M. Pettus
MAYOR

David M. Pettus
CITY CLERK



CERTIFICATE OF SURVEY

I, DAVID L. CANTRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE AT THE REQUEST OF THE OWNER DESCRIBED ABOVE, CAUSED THE ABOVE DESCRIBED SURVEY PERFORMED UNDER MY SUPERVISION AND THAT THE ACCOMPANYING PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

SIGNED AND SEALED THIS 31 DAY OF October 2011.

David L. Cantrell
DAVID L. CANTRELL
REGISTERED LAND SURVEYOR #361



STATE OF OKLAHOMA)

COUNTY OF TULSA) S.S.

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17TH DAY OF December 2011, PERSONALLY APPEARED DAVID L. CANTRELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL, THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

