

**DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RL & Dr. J Enterprises, L.L.C., hereinafter referred to as "Owner", does hereby certify it is the owner of the following described real estate located in Washington County, Oklahoma, to-wit:

The W/2 SW/4 of Section 1, Township 26 North, Range 13 East

which real estate has been duly platted into Bison Run Addition, Washington County, Oklahoma; and

WHEREAS, Owner owns and will convey the lots comprising Bison Run Addition subject to those restrictions, covenants, easements, liens and charges hereinafter set forth.

NOW THEREFORE, for the purpose of providing an orderly development of all of the lots included above and for the purpose of providing adequate restrictive covenants for the benefit of the Owner, defined as the record owners of the fee simple title to any lot or portion of a lot above described, and their successor-in-title to the aforesaid lot, the Owner does hereby impose the following restrictions and reservations on all of said lots to which it shall be incumbent upon it and its successors-in-title to adhere and any person or persons, corporation or corporations, hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included above shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All lots shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a professional office, shop, school or studio, or for the conduct of any business or trade.
2. No structure shall be erected, placed or permitted to remain on any building plot, other than a single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool, bath house, garden shelter or workshop without permission from majority of the property owners in Bison Run Addition. A structure for horses may be erected providing said structure conforms and harmonizes in design and materials with other structures in the Addition, and plans, specifications and plat for said structure are approved by R L and Dr. J Enterprises, L.L.C. No house, garage or other building shall be moved into the Addition.

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BK 1038 PG 1316

3. No building shall be erected, placed or altered on any building plot until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by RL and Dr. J Enterprises, L.L.C. in order to assure that said structure shall conform and harmonize in design and materials with other structures on the above lots and to the location of the building with respect to topography and finished ground elevation.
4. No residence shall be constructed upon any of the lots that shall contain less than 2,500 square feet of usable space, exclusive of breeze ways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, 50% brick veneer, stone or stone veneer. (Concrete blocks are not acceptable). All residences will be required to have security and smoke detection alarm systems.
5. Domestic pets will be permitted if the owners restrict their number to not more than four of any animal. Owners will be required to see that their animals do not create a nuisance situation. In the event the majority of the owners of the above lots sign a petition maintaining that an individual Owner's animals are creating a nuisance, said Owner will be required to permanently remove said animal or animals from the property. Livestock shall be limited to two per lot.
6. The residences on all Lots will have a 150 ft minimum setback from the front of the property line.
7. Electricity throughout said lots shall be provided to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, Declarants agree to the following provisions, to-wit:
 - a. Underground service cables to all houses which may be located on all lots may run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a 5 foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - b. The supplier of electric service, through its proper agents and employees shall at all time have the right of access for the purpose of installing, maintaining, removing and replacing any portion of said underground electric facility so installed by it.

- c. The owner of each lot shall be responsible for the protection of the underground electric facilities located on their property and shall prevent the alteration of grade or any construction activity that may interfere with said electric facilities. The supplier of electric services will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- d. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound thereby.
8. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood of the lots.
9. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other out buildings shall be erected for use on any lot at any time as a residence, either temporarily or permanently. No mobile homes shall ever be placed upon any real property covered by these restrictions.
10. No billboards or advertising signs or structures shall be erected or maintained upon any lot except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon.
11. No Owner shall grant an easement for any purpose across his property to any party without the express written consent of RL and Dr. J Enterprises, L.L.C.
12. Every Owner shall properly maintain his property and shall not allow any type of nuisance, either public or private, to occur upon any of the property covered by this agreement.
13. The Owners of Lots 1, 3, 4, 5, 6, 7 and 8 will not have access to their property from the West property line.
14. Amendment and Duration. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots have been recorded, agreeing to a change in said covenants in whole or in part.
15. Enforcement. If the owner or tenant or any lot or lots or any other person should violate any of the restrictive covenants herein contained and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site may institute legal proceedings to enjoin, abate, or correct such violation or

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violations, or for damages for such violation, and the owner of the lot or building site, or other person permitting the violation of such restriction, shall pay all attorney's fees, court costs and other expenses incurred by the person instituting such legal proceedings, said attorney fees to be fixed by the Court. The amount of said attorney's fees, court costs and other expenses allowed and assessed by the Court shall become a lien upon the land as of the date legal proceedings were originally instituted and such liens shall be subject to foreclosure in such action so brought to enforce such restrictions.

- 16. Severability. Invalidation of any of these covenants by judgment or by court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

EXECUTED this 27 day of December, 2005.

RL AND DR. J ENTERPRISES, L.L.C.

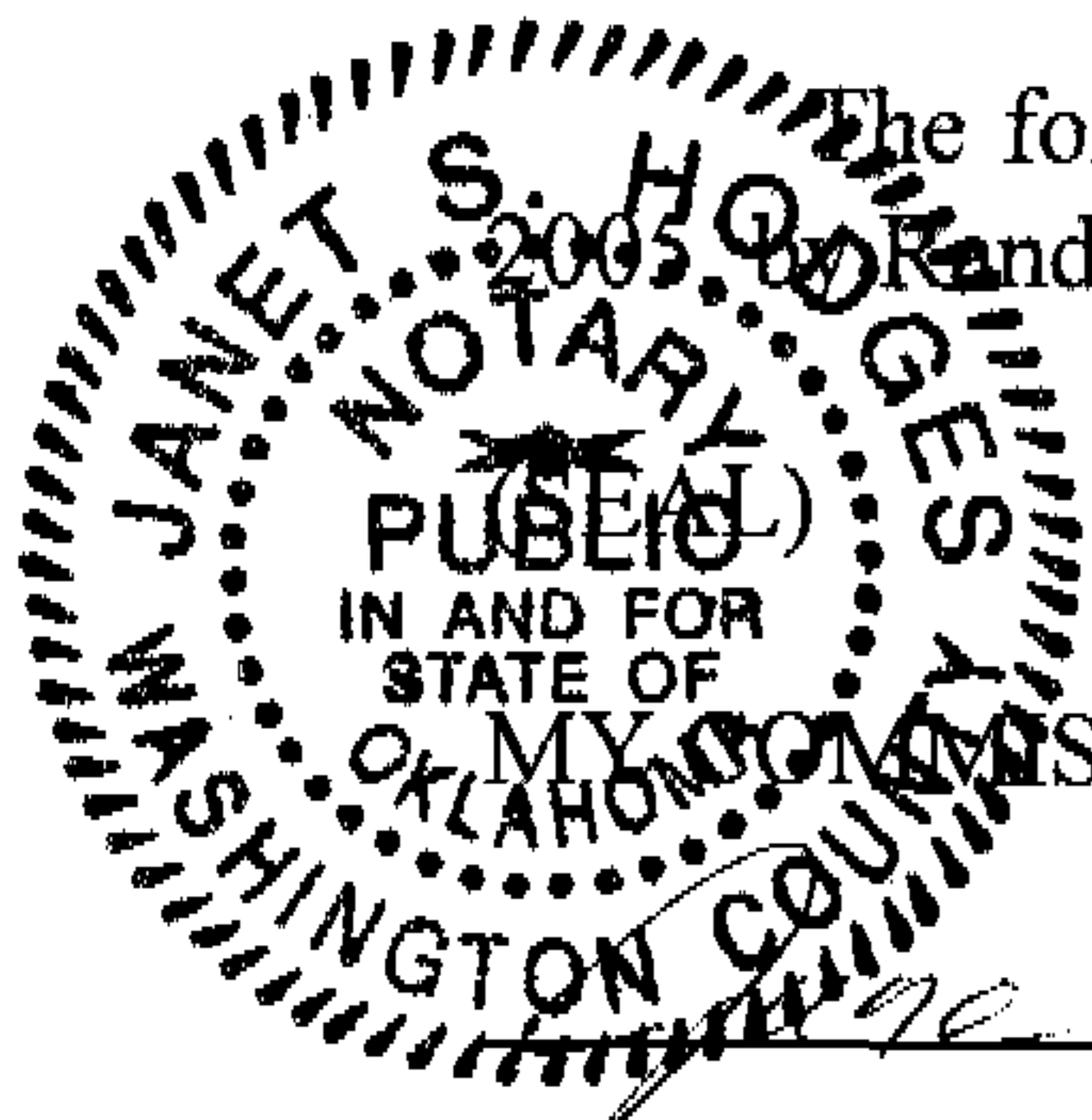
BY: Randy Lawrence
RANDY LAWRENCE, MANAGER

BY: J Butler
JAY BUTLER, MANAGER

BK 1038 PG 1319

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

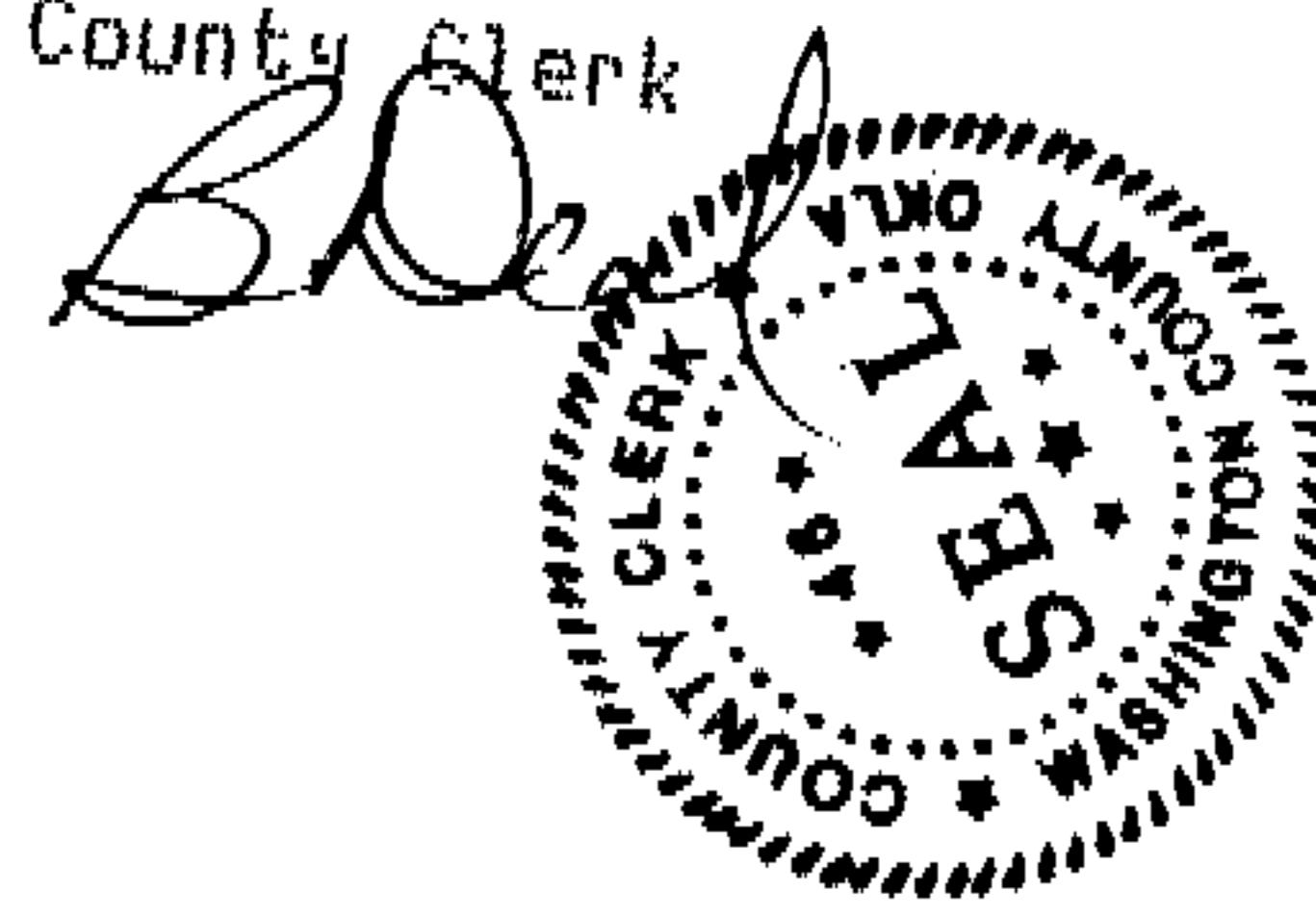
The foregoing instrument was acknowledged before me this 27 day of December, 2005, by Randy Lawrence and Jay Butler, Managers of RL and Dr. J Enterprises, L.L.C.



Janet S. Hodges
NOTARY PUBLIC #00009964

399365 W1800 RD
Bartlesville, OKLA.
74006

Doc # 2005013078
Bk 1038
Pg 1316-1319
DATE 12/27/05 10:32:46
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



**AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the undersigned are the owners of all of the lots in the following described property situate in Washington County, Oklahoma, to-wit:

The W/2 of SW/4 of Section 1, Township 26 North 13 East

which real estate has been duly platted into Bison Run Addition, Washington County, Oklahoma; and

WHEREAS said lots are subject to a document entitled " Declaration of Restrictions, Covenants and Conditions" which was filed in the office of the County Clerk on the December 27, 2005 and recorded in Book 1038, Page 1316; and

WHEREAS the undersigned as the owners of all of said lots have the right to amend said restrictions and desire to do so.

NOW THEREFORE, pursuant to said authority of the undersigned of all of the lots in Bison Run Addition, hereby amend restriction No. 6 to provide as follows:

6. The residences on all lots will have a 150 ft minimum setback from the front of the property line with the exception of Lot 16 which shall have a 100 ft minimum setback from the front of the property line.

EXECUTED this 31ST day of July, 2007.

RL & DR. J. ENTERPRISES, L.L.C.

BY: *Randy Lawrence*
RANDY LAWRENCE, MANAGER

Doc # 2007007538
Bk 1058
Pg 2599-2610
DATE 07/27/07 09:43:01
Filing Fee \$35.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. FARRISH



HUBLER DRAFTING & CONSTRUCTION, L.L.C.

BY: _____
JEFF HUBLER, MANGER

007538

BK 1058 PG 2599

RANDALL B. YARDLEY

ROBIN D. YARDLEY

BRIAN GILLILAND

JENNIFER GILLILAND

CAREN N. TROUTMAN

STEPHEN L. DURHAM

CARRIE W. DURHAM

MARK A. IVY

ANGELA B. IVY

ROBERT L. CARROLL

SONJA J. CARROLL

BK 1058 PG 2600

EDWARD A. PHELAN

REBECCA K. PHELAN

JOHN F. LINE

RHONDA M. LINE


SCOTT GRUBB

7-17-07


LINDA GRUBB

7-17-07

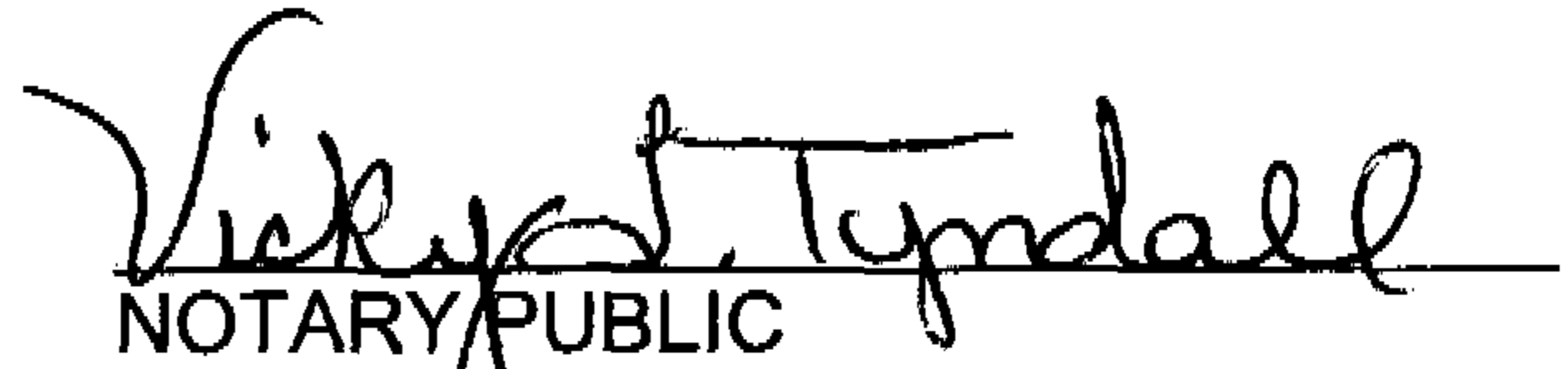
BK 1058 PG 2601

STATE OF OKLAHOMA)
)SS:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by Randy Lawrence, manager of RL and Dr. J Enterprises, L.L.C., and Scott Grubb and Linda Grubb, husband and wife.

Subscribed and sworn to this 31st day of July, 2007.

(SEAL)


NOTARY PUBLIC

My Commission Expires:

8-24-2010

Vicky L. Tyndall, Notary Public
Commission No. 02011796

BK 1058 PG 2602

**AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the undersigned are the owners of all of the lots in the following described property situate in Washington County, Oklahoma, to-wit:

The W/2 of SW/4 of Section 1, Township 26 North 13 East

which real estate has been duly platted into Bison Run Addition, Washington County, Oklahoma; and

WHEREAS said lots are subject to a document entitled "Declaration of Restrictions, Covenants and Conditions" which was filed in the office of the County Clerk on the December 27, 2005 and recorded in Book 1038, Page 1316; and

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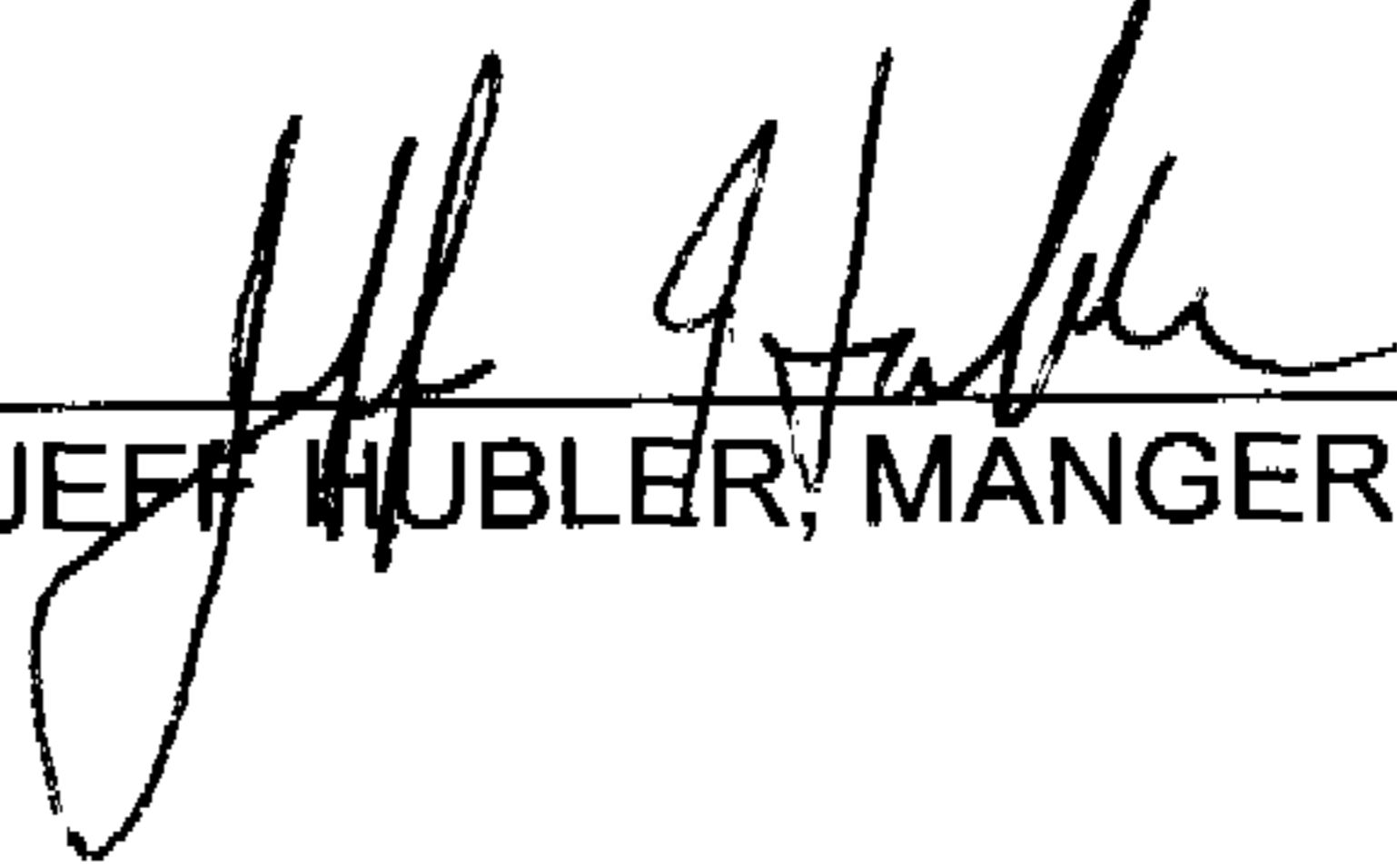
6. The residences on all lots will have a 150 ft minimum setback from the front of the property line with the exception of Lot 16 which shall have a 100 ft minimum setback from the front of the property line.

EXECUTED this 31st day of July, 2007.

RL & DR. J. ENTERPRISES, L.L.C.

BY: 
RANDY LAWRENCE, MANAGER

HUBLER DRAFTING & CONSTRUCTION, L.L.C.

BY: 
JEFF HUBLER, MANGER

BK 1058 PG 2603

Randall B. Yardley
RANDALL B. YARDLEY

Robin D. Yardley
ROBIN D. YARDLEY

Brian Gilliland
BRIAN GILLILAND

Jennifer Gilliland
JENNIFER GILLILAND

Caren N. Troutman
CAREN N. TROUTMAN

Stephen L. Durham
STEPHEN L. DURHAM

Carrie W. Durham POA
CARRIE W. DURHAM

Mark A. Ivy
MARK A. IVY

Angela B. Ivy
ANGELA B. IVY

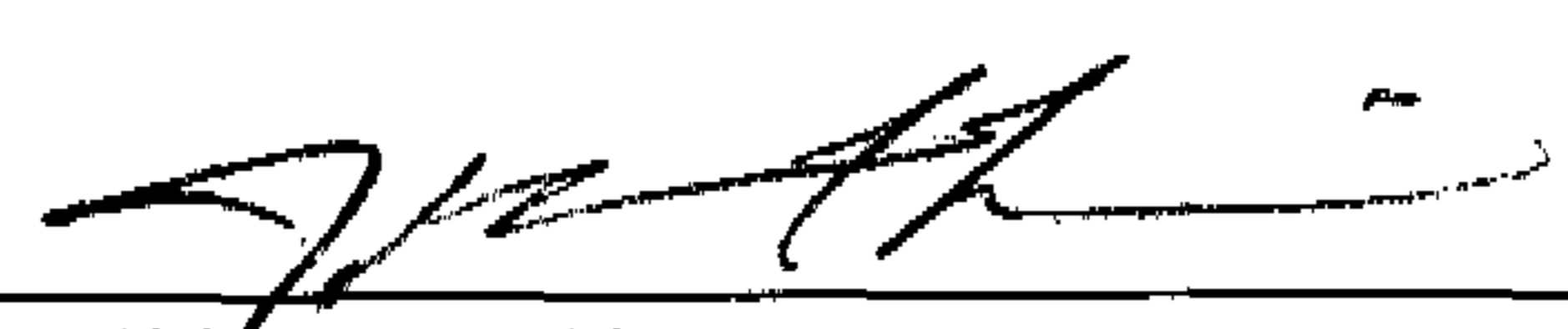
Robert L. Carroll
ROBERT L. CARROLL

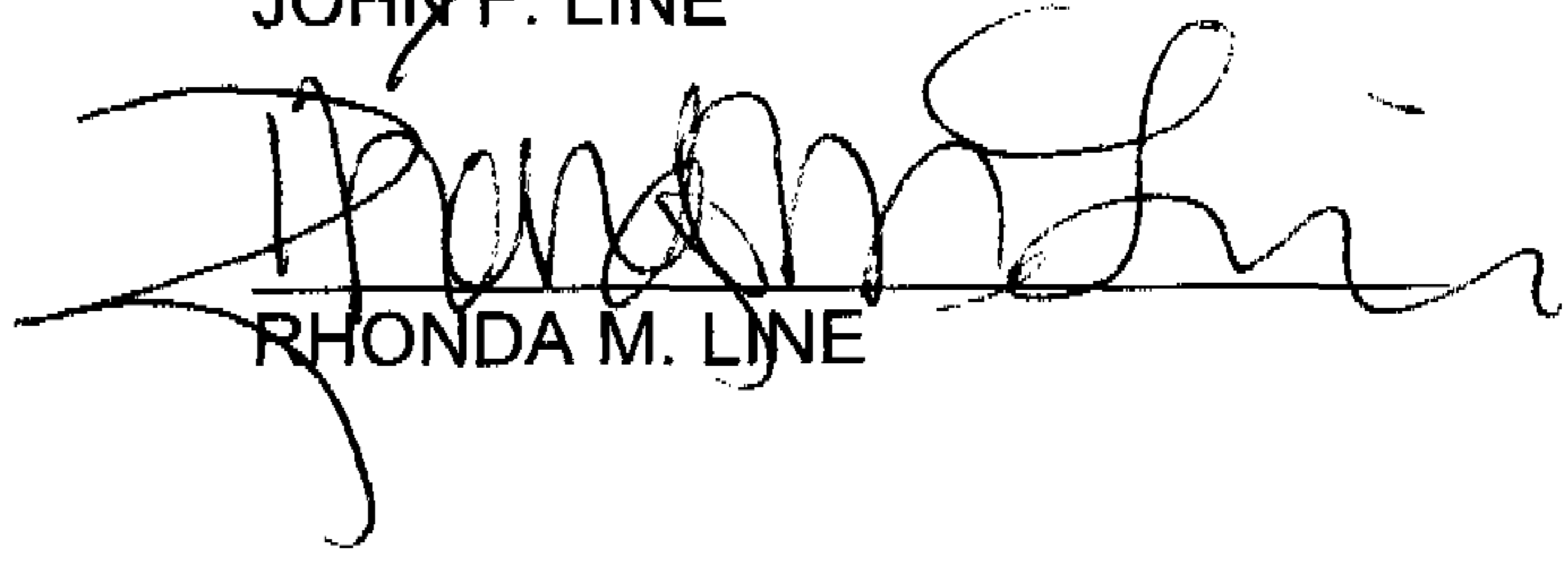
Sonja J. Carroll
SONJA J. CARROLL

BK 1058 PG 2604


EDWARD A. PHELAN


REBECCA K. PHELAN


JOHN F. LINE

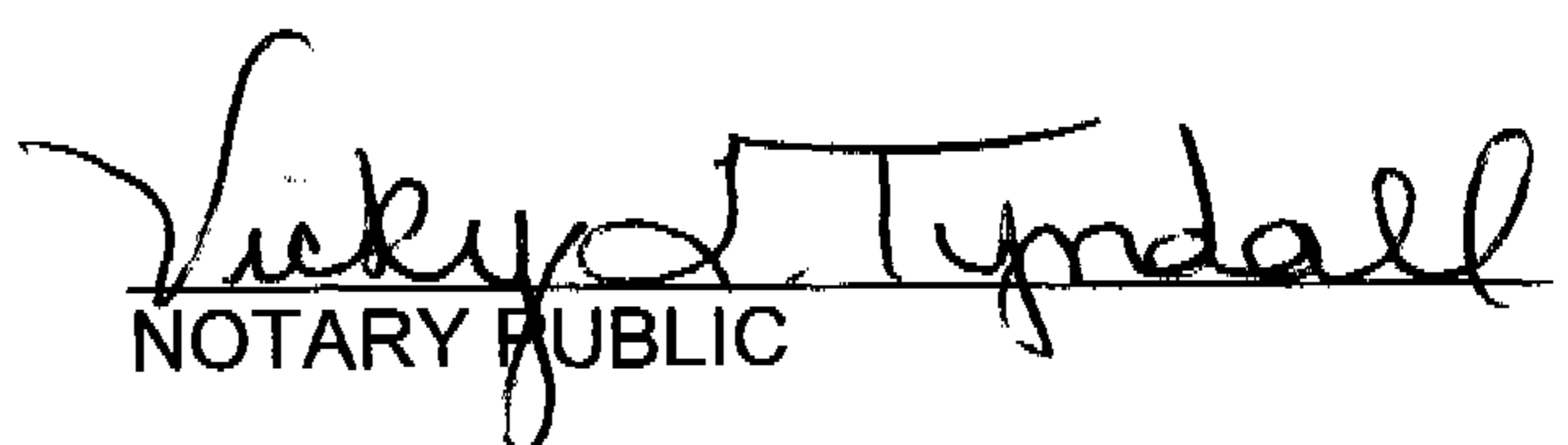

RHONDA M. LINE

STATE OF OKLAHOMA)
)SS:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by Randy Lawrence, Manager of RL and Dr. J Enterprises, L.L.C., Jeff Hubler, manager of Hubler Drafting and Construction, L.L.L., Randall Yardley and Robin Yardley, husband and wife, Brian Gilliland and Jennifer Gilliland, husband and wife, Caren N. Troutman, a single person, Stephen L. Durham and Carrie W. Durham, husband and wife, Mark A. Ivy and Angela B. Ivy, husband and wife, Robert L. Carroll and Sonja J. Carroll, husband and wife, Edward A. Phelan and Rebecca K. Phelan, husband and wife, and John F. Line and Rhonda M. Line, husband and wife.

Subscribed and sworn to this 31st day of July, 2007.

(SEAL)


NOTARY PUBLIC

My Commission Expires:
8-24-2010

Vicky L. Tyndall, Notary Public
Commission No. 02011796

GENERAL POWER OF ATTORNEY

I, Carrie W. Durham of Canyon County, State of Idaho, designate and appoint Stephen L. Durham of Canyon County, State of Idaho, as my attorney in fact and agent (subsequently referred to as "agent") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this General Power of Attorney and the powers herein granted.

1. **REVOCATION OF PRIOR POWER OF ATTORNEY:** I hereby revoke any other general durable power of attorney which I may have previously executed.

2. **GENERAL GRANT OF POWER:** My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this General Power of Attorney.

3. **SPECIFIC POWERS:** Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

(a) Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper; and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms,

GENERAL POWER OF ATTORNEY-1

exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

(b) Borrowing and Banking Powers. To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

(c) Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial papers, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

(d) Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, and to transfer any or all of my assets

GENERAL POWER OF ATTORNEY-2

to the trustee of any revocable living trust which I may have created or which, under the power and authority conferred by this instrument, may be created by my agent for my benefit.

(e) Motor Vehicles. To apply for a certificate of title upon, and endorse and assign or transfer title to, any motor vehicle; and to represent in such assignment or transfer of title that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such assignment or transfer of title.

(f) Business Interests. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

(g) Tax Powers. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; to prepare, sign and file any claims for refund of any tax; to receive and endorse refund checks; to receive confidential information from any taxing authorities and to perform any and all acts that I could perform before any taxing authorities as to any tax matters involving me for any taxable period or years including completing and executing Internal Revenue Service Form 2848 (or any similar form granting authority to act for me); to enter into any compromise and settlement agreements regarding any disputed tax matters; and to delegate the authority and tax powers granted in this paragraph to other individuals or entities.

(h) Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

GENERAL POWER OF ATTORNEY-3

4. **INTERPRETATION:** This instrument shall be construed and interpreted as a General Power of Attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

5. **EFFECTIVENESS:** This General Power of Attorney shall be effective immediately and shall not be affected by my subsequent disability or incapacity.

6. **REVOCATION:** I may revoke, suspend, or terminate this General Power of Attorney by giving written notice of such revocation to my agent in writing. In addition, if this General Power of Attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor of any county in which the power of attorney is recorded.

7. **LIABILITY OF AGENT:** My estate shall hold harmless and indemnify my agent from any and all liability for acts done on my behalf in good faith and not in gross negligence or fraud.

8. **THIRD PARTY RELIANCE:** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

9. **GOVERNING LAW:** This General Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

IN WITNESS WHEREOF, I have executed this General Power of Attorney this 25th day of July, 2006.

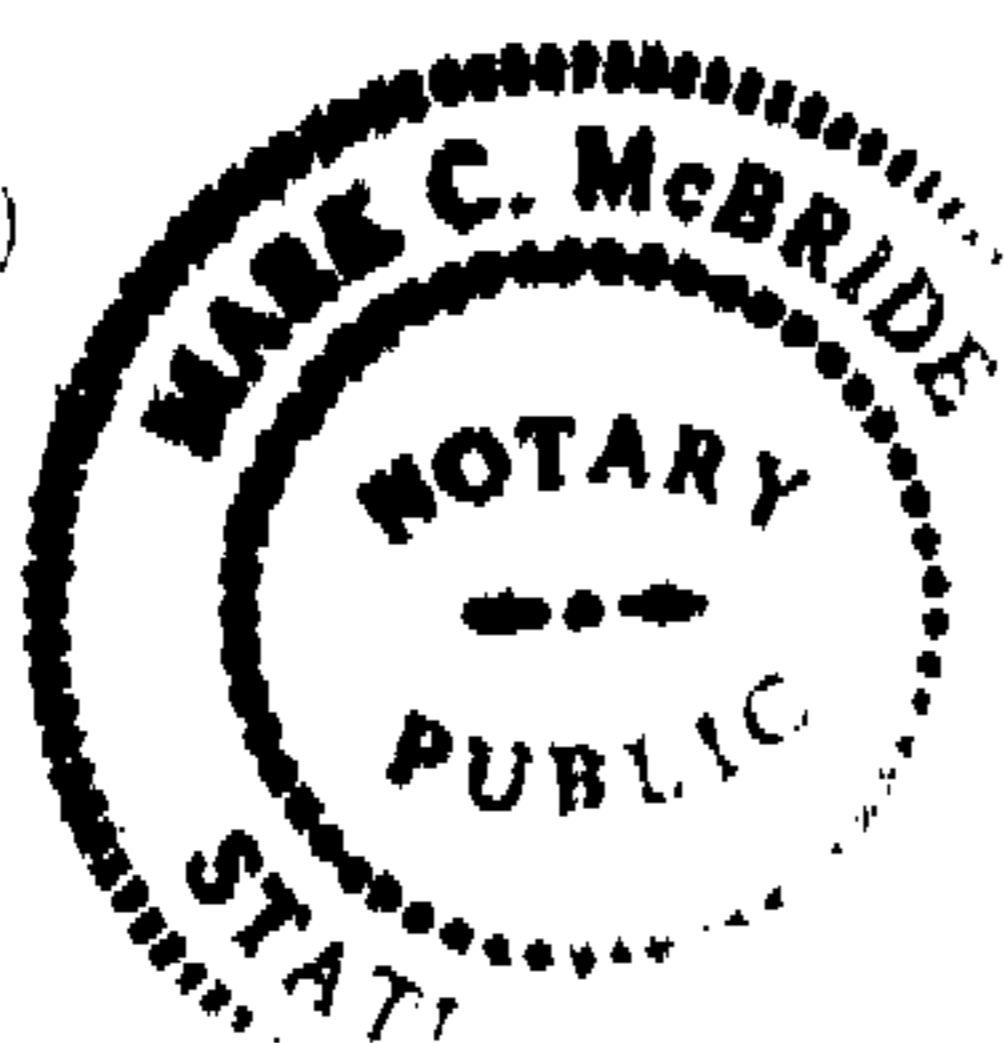
Carrie W. Durham
Carrie W. Durham

"Principal"

STATE OF IDAHO)
)
County of Ada) ss.

On this 25th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Carrie W. Durham, known to me or identified to me to be the person whose name is subscribed to the within General Power of Attorney and acknowledged to me that she executed the same.

(SEAL)



Jack [Signature]
Notary Public for Idaho
My Commission expires: 11-25-2011

GENERAL POWER OF ATTORNEY-5