



BISON RIDGE

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

Doc # 2005010984
Bk 1036
Pg 1457-1460
DATE 10/31/05 10:00:41
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
Washington County Clerk
PARDISH

Dan Dew

KNOW ALL MEN BY THESE PRESENTS:

That Rowland Real Estate, LLC, (hereinafter called the "Owner"), now the holder of the following described real property situated in the County of Washington, State of Oklahoma, to-wit:

A tract of land situated in the S/2 of Section 32, Township 25 North, Range 13 East of the I.M., Washington County, Oklahoma, more particularly described as follows:

Beginning at the South Quarter Corner of said Section 32, thence S 88°55'24" W a distance of 881.49 feet; thence N 00°59'54" W a distance of 1632.76 feet; thence N 88°49'54" E a distance of 865.73 feet; thence S 01°33'03" E a distance of 1634.20 feet to the Point of Beginning, containing 32.77 acres, more or less.

and has caused said real property to be surveyed, staked and platted into lots, a reserve and one block in conformity with the plat herewith, and have caused the same to be named and designated "BISON RIDGE", an addition to Washington County, Oklahoma ("Subdivision").

Now, therefore, the undersigned Owner does hereby dedicate for public use the streets shown on the accompanying plat and does further dedicate for public use forever, the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with right of ingress and egress to and upon said easements and rights-of-way for uses and purposes aforesaid, together with similar rights in the street shown on said plat. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown. Provided, however, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

Now, therefore, the undersigned Owner, for the purpose of providing an orderly development of the real property above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and creates the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the Owner of the above described properties and its successors in title. The foregoing covenants shall be enforceable by Washington County or its successors.

SECTION I. EASEMENTS AND UTILITIES

1. In connection with the provision of water service, all of the lots are subject to the following provisions, to-wit:

(A) The owner of each lot shall be responsible for the protection of the public water mains located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water mains. Said alteration of grade restrictions shall be limited to easement areas.

(B) Lee Ann Water & Gas or its successors will be responsible for ordinary maintenance of public water mains, 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.

(C) Lee Ann Water & Gas or its successors through its proper agents and employees shall at all times have the right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water facilities.

(D) Pavement or landscape repair within utility easements as a result of repairs to water mains due to breaks or failures, shall be borne by the owners of the lots. This shall also apply to repairs of gas lines located within utility easements.

(E) Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstruction which would impair the drainage of storm and surface waters over and across said owner's lot.

(F) Within drainage easements, no structure, planting or other material shall be placed in or permitted to remain which may change the direction of flow through drainage channels in the easements. No structure or fence shall be permitted on, through, or across those areas designated as drainage easements and the governmental regulatory authority with specific jurisdiction or the Homeowners Association or their representative(s) shall have the right to enforce this covenant along with the right to operate and maintain storm water facilities located within these easements.

(G) The foregoing covenants concerning water facilities shall be enforceable by Lee Ann Water & Gas or its successors, and the owner of each lot agrees to be bound hereby.

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BK 1036 PG 1457

2. In connection with the installation of underground electric, gas and communication services, all of the lots are subject to the following provisions, to-wit:

(A) All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements. Said supply lines and gas lines may cross the restricted water line easement shown on the plat as long as said crossing(s) is approximately perpendicular to said water line easement.

(B) Underground service cables and gas service lines to all houses which may be located on all lots in the Subdivision may be run from the nearest gas main, 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 or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.

(C) The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.

(D) The owner of each lot in the Subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

(E) The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

3. Sewage Facilities (All lots)

The following private sewage systems will be permitted in "BISON RIDGE" with the proper approval from the Oklahoma Department of Environmental Quality.

(A) Aerobic systems, permitted by right.

(B) Septic systems, permitted with an approved perk test.

No lagoon systems will be approved for this Subdivision.

SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. Architectural Committee:

(A) An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. Don Rowland and Charlie Clemens shall be the designated Architectural Committee. An additional member may be appointed. Control of the Committee may be transferred in the discretion of Don Rowland and Charlie Clemens.

(B) No building shall be erected, placed, or altered on any lot in this Subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by the Architectural Committee, or their duly authorized successors. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, such approval shall not be required, and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision, and in its review of plans or determination of any waiver as or hereinafter authorized may take into consideration the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or Code violations. The approval or disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall any way be deemed to prevent any of the owners of property in this Subdivision from maintaining any legal action relating to improvement within this Subdivision which they would otherwise be entitled to maintain.

2. A \$500.00 cleanup deposit to be deposited with the Architectural Committee shall be required on all new home construction.

3. Home construction shall be completed within one (1) year from issuance of building permit.
4. All lots shall be single family residential lots only. Single story homes shall have a minimum of 1,500 square feet of living area. One and one-half (1-1/2) or two (2) story homes shall have no less than 1,750 square feet of living area.
5. A garage providing space for a minimum of two (2) automobiles shall be provided on each lot. All garages shall be side entry unless an alternative entry is approved by the Architectural Committee. Garages shall be enclosed and attached. All houses shall have a concrete, asphalt or gravel driveway.
6. Roofs:
 - (A) Roofing on all residences shall be wood or self sealing composition shingles in a simulated "weathered wood" color.
 - (B) Residences shall have a roof pitch of at least 8/12 over seventy-five percent (75%) of the total roof area.
7. No structure previously used shall be moved onto any lot.
8. No pre-existing residence or building, mobile home or home built to conform with the Federal Building Code (HUD Code) may be moved onto any lot.
9. No out building or other permanent structure or improvement shall be built without prior written approval of the Architectural Committee. All out buildings shall be constructed to match the existing house by the same type construction materials. Said buildings or improvements, if approved, shall be built on site.
10. Out buildings may not be used as living quarters.
11. Fences or other obstructions shall not impair the flow of storm or surface water across a lot.
12. No signs, billboards, or advertising structures shall be allowed on any lot, except for traditional real estate signs. All such real estate signs shall be removed upon closing of sale.
13. All clotheslines, garbage cans, equipment and wood piles shall be aesthetically screened as to be concealed from view of a person standing at ground level. All satellite dishes shall be installed behind the home.
14. Each lot shall be finish graded so that it will drain in an unobstructed manner and resist erosion onto adjacent lot(s).
15. Each lot shall be maintained in good condition. No lot owner shall permit high grass or weeds, or any unsightly, annoying or noxious condition to exist.
16. All exterior walls shall be 50% masonry (brick, stone, stucco or a combination thereof), excluding covered porches and patios. The Architectural Committee may grant a waiver of this requirement if the exterior wall treatment is consistent with the architectural style of the residence and is compatible with the balance of the development.
17. Outside electronic reception/transmitting devices shall be confined to the back yard and sufficient fencing to shield its view from adjacent owners shall be required by the Committee. Exceptions may be considered by the Architectural Committee.
18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Trees shall be permitted to remain within such distances of such intersection provided the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.
19. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In particular, cars owned by lot owners shall be parked only in the owner's garage or driveway. Further, boats, tractor trucks, tractor trailers, motor homes or recreational vehicles, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the Subdivision. Nor shall the owner of any lot park a boat, tractor truck, tractor trailer, motor home or recreational vehicle, inoperative or abandoned automobile, and/or camping trailer in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision. Such vehicles may not be stored anywhere else on the lot unless stored any hidden from view within the garage.
20. No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot. Garbage and trash cans shall be concealed from view. Underground garbage and trash storing devices are not permitted.

BK 1036 PG 1459

21. All houses shall have a mailbox constructed of brick to match the house.
22. No building shall be located beyond the minimum front and side building setback lines shown on the recorded plat. No building shall be located closer than ten (10) feet to any side lot line. No building may be located beyond the rear building line.
23. No sheep or swine shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets or easement-ways in or bordering the same. There shall be no commercial breeding of fowl or livestock. No dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets or livestock which constitute a nuisance to the other residents in the Subdivision shall be allowed or maintained on any lot.
24. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contained or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in "BISON RIDGE" and the overall appearance of "BISON RIDGE" subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

SECTION III. ENFORCEMENT, DURATION, AND SEVERABILITY

1. Enforcements:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.


2. Duration:

Sections I and II of these covenants shall remain in full force and effect until December 31, 2015, and continued thereafter for successive periods of ten (10) years each, unless terminated or amended by consent of a majority of lot owners (one vote per lot) and the Developer (two votes per lot of lots owned), with the approval of the applicable utility company, and consent of the Washington County Planning Commission or their successors, or as otherwise provided by law.

3. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.


IN WITNESS WHEREOF, Rowland Real Estate, LLC, an Oklahoma Limited Liability Company has caused this Certificate of Dedication and Restrictive Covenants to be executed this 13th day of October, 2005.

By: 
 Donald G. Rowland, Jr., Managing Member

STATE OF OKLAHOMA)
 COUNTY OF Tulsa) ss.

This instrument was acknowledged before me this 13 day of October, 2005, by Donald G. Rowland, Jr. as the owner of subject property.

My Commission Expires _____
 Commission Expires: _____
 Notary Public Oklahoma
 OFFICIAL SEAL
 BRENDA F. SPRY
 Creek County
 00010993 Exp. 7-3-08


 Notary Public

BK 1036 PG 1460

MODIFICATIONS TO THE RESTRICTIVE COVENANTS

BISON RIDGE

002742

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Rowland Real Estate, LLC., an Oklahoma Limited Liability Company, is the developer and owner of lots in "Bison Ridge", an Addition to Washington County, Oklahoma, a subdivision situated in the S/2 of Section 32, Township 25 North, Range 13 East of the I.M., Washington County, Oklahoma and filed as a plat in the Washington County Courthouse as Plat#593,

and

let it be known that in the following:

SECTION II: DEVELOPMENT AND CONSTRUCTION STANDARDS

- 9. No out building or other permanent structure or improvement shall be built without prior written approval of the Architectural Committee. All out buildings shall be constructed to match the existing house by the same type construction materials. Said buildings or improvements, if approved shall be built on site.

Shall now and forever more read as:

- 9. No out building or other permanent structure or improvement shall be built without prior written approval of the Architectural Committee. Out buildings may consist of materials consistent with the style and material of the home or colored metal with contrasting colored metal trim. Said buildings or improvements, if approved shall be built on site.

and.....

- 18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Trees shall be permitted to remain within such distances of such intersection provided the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

BK 1040 PG 3964

Shall now and forever more be stricken from the restrictive covenants.

and.....

- 19. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In particular, cars owned by lot owners shall be parked only in the owner's garage or driveway. Further, boats, tractor trucks, tractor trailers, motor homes or recreational vehicles, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the Subdivision. Nor shall the owner of any lot park a boat, tractor truck, tractor trailer, motor home or recreational vehicle, inoperative or abandoned automobile, and/or camping trailer in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision. Such vehicles may not be stored any where else on the lot unless stored any hidden from view within the garage.

Shall now and forever more read as:

- 19. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In particular, cars owned by lot owners shall be parked only in the owner's garage or driveway. Further, tractor trailers or inoperative or abandoned automobiles shall not be frequently or habitually parked on a driveway located on any lot within the Subdivision. Nor shall the owner of any lot park a boat, tractor truck, tractor trailer, motor home or recreational vehicle, inoperative or abandoned automobile, and/or camping trailer in the streets therein, or carry on any major repairs to any automobile, boat or other vehicle in a street in the Subdivision. Such vehicles under repair may not be stored any where else on the lot unless stored and hidden from view within the garage or an outbuilding.


and.....

- 23. No sheep or swine shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets or easement-ways in or bordering the same. There shall be no commercial breeding of fowl or livestock. No dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets or livestock which constitute a nuisance to the other residents in the Subdivision shall be allowed or maintained on any lot.

Shall now and forever more read as:

23. No sheep or swine shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets or easement-ways in or bordering the same. There shall be no commercial breeding of fowl, domestic animals or livestock. No dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets or livestock which constitute a nuisance to the other residents in the Subdivision shall be allowed or maintained on any lot.

IN WITNESS WHEREOF, Rowland Real Estate, LLC, an Oklahoma Limited Liability Company has caused this Modification to the Restrictive Covenants to be executed this 15th day of March, 2006.

By: 
 Donald G. Rowland Jr., Managing Member
 3851 S. 103rd E. Ave
 Tulsa, OK. 74146

STATE OF OKLAHOMA)
)
 COUNTY OF Creek) ss.

This instrument was acknowledged before me this 15 day of MARCH, 2006, by Donald G. Rowland Jr. as the owner of subject property.

My Commission Expires: _____ Brenda F. Spry
 Notary Public
 Commission Number: _____



Doc # 2006002742
 Bk 1040
 Pg 3964-3967
 DATE 03/17/06 12:18:43
 Filing Fee \$19.00
 Documentary Tax \$0.00
 State of Oklahoma
 County of WASHINGTON
 WASHINGTON County Clerk
 M. PARRISH

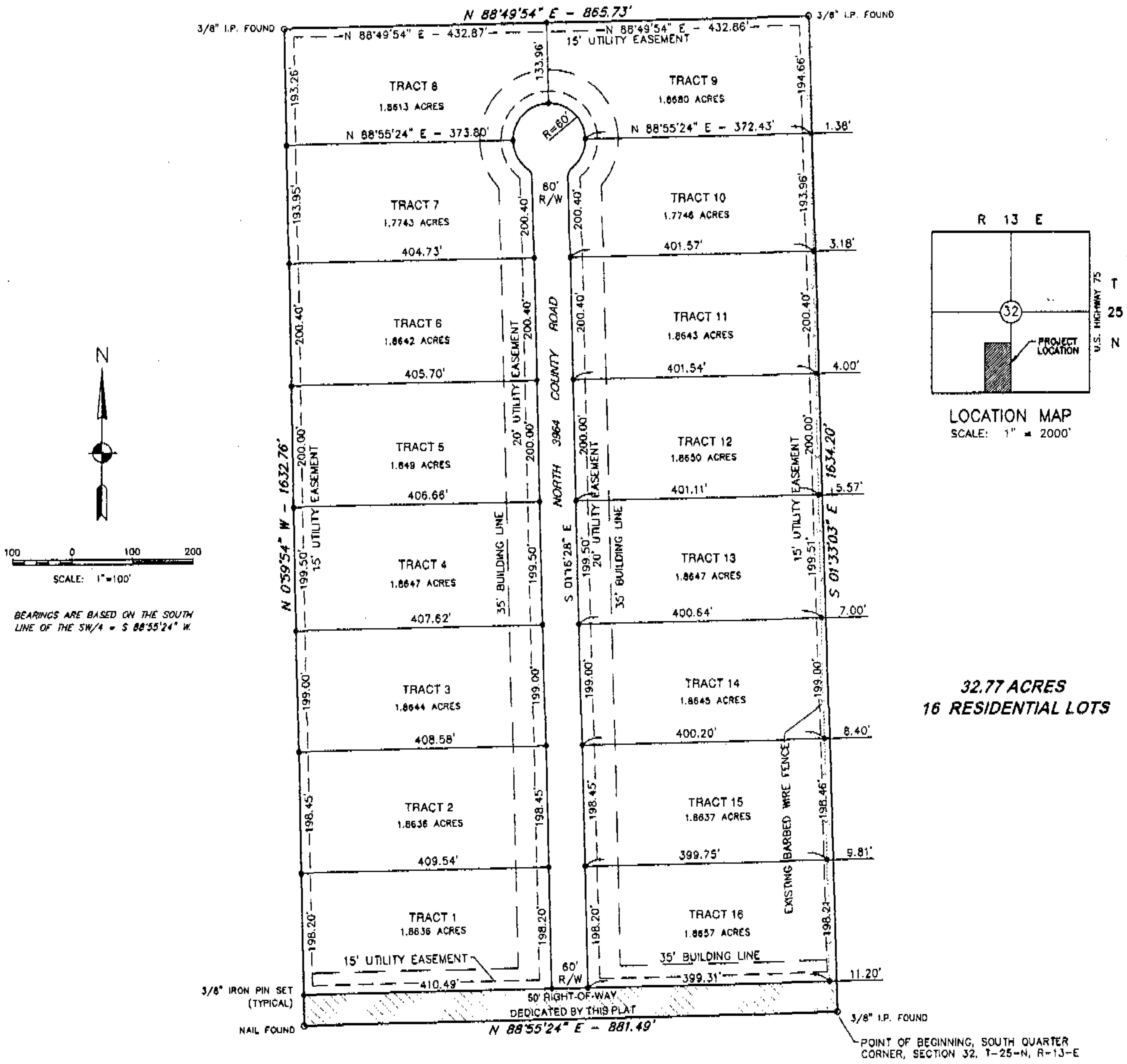
BK 1040 PG 3966

BISON RIDGE

A TRACT OF LAND SITUATED IN THE S/2 OF SECTION 32,
TOWNSHIP 25 NORTH, RANGE 13 EAST, I.M. WASHINGTON COUNTY, OKLAHOMA

LAND SURVEYOR
BRYAN C. SANDLIN
27935 EAST 51ST STREET
BROKEN ARROW, OK 74014
PH (918) 357-1908

OWNER
ROWLAND REAL ESTATE, LLC
3851 SOUTH 103RD EAST AVENUE
TULSA, OKLAHOMA 74146
PH (918) 836-1900



BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW/4 = S 88°55'24" W.

LEGEND
R/W RIGHT-OF-WAY

- NOTES:
1. THE WATER SUPPLY FOR BISON RIDGE IS PROVIDED BY THE LEE ANN WATER & GAS DISTRICT, WHICH IS SUPPLIED BY THE CITY OF BARTLESVILLE.
 2. ON-SITE SEWAGE SYSTEMS WILL BE USED IN BISON RIDGE, (SEE SHEET 2, SECTION I).
 3. THERE ARE NO PUBLIC WATER SUPPLY SOURCES WITHIN 300' OF BISON RIDGE.

FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE WASHINGTON COUNTY COMMISSIONER ON THE _____ DAY OF _____ 2005

COUNTY COMMISSIONER

COUNTY COMMISSIONER

COUNTY COMMISSIONER

BISON RIDGE
SEPTEMBER 19, 2005
SHEET 1 OF 2

THIS MAP OR PLAT MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING, REVISED SEPTEMBER 21, 2001.

BK 1040PG3967