

FOX HOLLOW

DEED OF DEDICATION AND RESTRI CTIVE COVENANTS

FOX HOLLOW LL.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Bixby, Tulsa County, -State of Oklahoma:

A tract of land that is part of the South Half of the Southeast Quarter (S/2 SE/4) of Section ThirtyFive (35), Township Eighteen (I 8) North, Range Thirteen (13) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the United State Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Southeast comer of said Section 35;

Thence South 88°44'29" West along the Southerly line of Section 35 for 1792.98 feet;

Thence North 00°57'18" West for 60.00 feet to a point on the Northerly Right-of-Way line of East 12151 Street South;

Thence South 88°44'45" West along said Right-of- Way line for 230.29 feet to the Point of Beginning of said tract of land;

Thence continuing South 88°44'45" West along said Northerly Right-of-Way line for 315.16 feet;

Thence North 13°23'03" West for 91.87 feet;

Thence North 39°21 '27" West for 153.26 feet;

Thence South 89°57'48" West for 38.87 feet;

Thence North 00°13'57" West for 573.72 feet;

Thence North 32°37'53" West for 307.25 feet to a point on the Westerly line of the S/2 SE/4;

Thence North 00°57'18" West along said Westerly line for 214.52 feet to a point that is the Northwest comer of the 8/2 of the SE/4 of Section 35;

Thence North 88°44'43" East along the Northerly line of said 8/2 8E/4 for 1322.06 feet;

Thence South 01 °00'11" East and parallel with the Easterly line of Section 35 for 600.00 feet;

Thence South $88^{\circ}44'43''$ West and parallel with the Northerly line of the S/2 of the SE/4 for 700.00 feet;

Thence South $01^{\circ}00'11''$ East and parallel with the Easterly line of Section 35 for 661.73 feet to the POINT OF BEGINNING.

The aforementioned tract, described per the Personal Representative's Deed recorded in Book 6824, Pages 2397 thru 2399, and is one and the same as the tract described as follows:

A tract of land located in the S/2 of the SE/4 of Section 35, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Southeast corner of Section 35;

Thence S $90^{\circ}00'00''$ W along the south line of the SE/4 of Section 35 a distance of 2022.95 feet;

Thence N $00^{\circ}00'00''$ E a distance of 60.00 feet to the "Point of Beginning";

Thence S $90^{\circ}00'00''$ W a distance of 60.00 feet measured perpendicular to the south line of the SE/4 of Section 35 a distance of 315.19 feet;

Thence N $12^{\circ}07'17''$ W a distance of 91.89 feet;

Thence N $38^{\circ}05'41''$ W a distance of 153.26 feet;

Thence N $88^{\circ}46'26''$ W a distance of 38.87 feet;

Thence N $01^{\circ}01'49''$ E a distance of 573.72 feet;

Thence N $31^{\circ}22'07''$ W a distance of 307.25 feet to the west line of the SE/4 of Section 35;

Thence N $00^{\circ}18'28''$ E along the west line of the SE/4 of Section 35 a distance of 214.64 feet to the northwest corner of the S/2 of the SE/4 of Section 35;

Thence S $89^{\circ}59'42''$ E along the north line of the S/2 of the SE/4 of Section 35 a distance of 1322.06 feet;

Thence S $00^{\circ}13'42''$ W a distance of 600.00 feet;

Thence N $89^{\circ}59'42''$ W a distance of 700.67 feet;

Thence S $00^{\circ}13'42''$ W a distance of 661.85 feet to the "Point of Beginning";

Said tract contains 1,038,037 square feet or 23.8301 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 90°00'00" W along the South line of the SE/4 of Section 35, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As owner, I hereby certify that I have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the Plat, and has designated the subdivision as "Fox Hollow", a subdivision in the City of Bixby, Tulsa County, Oklahoma (the "Subdivision").

SECTION I PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer hereby dedicates for public use the" streets as depicted on the accompanying plat and further dedicates for public use the utility easements as depicted on the accompanying plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to, over and upon the utility easements for the uses and purposes aforesaid, provided however, Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to the area included in the Plat. Owner/Developer hereby imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the streets and utility easements depicted on the accompanying Plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

B. Underground Service

- 1, Overhead lines for the supply of electric, telephone and cable television services may be located along the south boundary of the subdivision if located within the public street and utility easements herein established. Street light poles or standards may be served by overhead line or underground cable but elsewhere throughout the subdivision all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility

secondary voltages, may also be located in easementways.services and in the rights-of-way of the public streets, as depicted on the accompanying Plat. Service pedestals and transformers, as sources of supply at secondary sources of supply, may also be located in easementways.

2. Underground service cables to all structures located within 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, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The suppliers of electric, telephone, cable television and gas services, through their agents and employees, shall at all times have right of access to all easementways shown on the Plat or otherwise 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 facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of their facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The covenants set forth in this Subsection B shall be enforceable by the suppliers of electric, telephone, cable television or gas service and the owner of each lot within the Subdivision agrees to be bound hereby.

C. Water and Sewer Service

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.
2. The City of Bixby, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.

3. The City of Bixby or its successors through its proper agents and employees shall at all times have 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 and sewer facilities.
4. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of each lot agrees to be bound hereby.
5. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Bixby is the beneficiary. If any repair issues arise, the Developer shall assist the City of Bixby in coordination and facilitation with the appropriate contractor.
6. Waterlines less than 6" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

D. Surface Drainage

Each lot within the Subdivision 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 obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Subsection D shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

E. Limits of No Access

Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 121st Street South within the bounds designated as "Limits of No Access" (LN.A.) on the accompanying Plat, which "Limits of No Access" may be amended or released by the Bixby Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

F. Acknowledgment Required for Minimum Improvements

All streets within the Subdivision shall be graded, base material applied and surface paved in accordance with the Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the Owner/Developer, at its expense, and in compliance with the Engineering Design Standards of the City of Bixby. Except for the sidewalks constructed

by the Developer in Reserve "C", sidewalks shall be constructed at the time that homes are constructed on each lot at the sole cost of the property owner. Sidewalks shall be constructed by each property owner in compliance with the engineering design standards of the City of Bixby prior to final inspection by the City of Bixby of the house construction on the lot. Sidewalks shall be maintained in good repair by the property owner or the homeowners' association. The public streets, water lines, sanitary sewer, and storm sewers shall be maintained in good repair by each utility contractor in accordance with the terms of the Maintenance Bond of which the City of Bixby is the beneficiary. If any repair issues arise, the Developer shall assist the City of Bixby in coordination and facilitation with the appropriate contractor.

G. Paving and Landscaping Within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying Plat, provided however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Storm Sewer

1. The City of Bixby, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements shown on the accompanying Plat for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement areas, and any construction activity which would interfere with the storm sewer system is prohibited.
3. The City of Bixby, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
4. The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Bixby, or its successor, and the owner of each lot agrees to be bound hereby.
5. The owner of each lot shall be responsible for the protection of the storm sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer facilities. Within the utility easement areas depicted on the accompanying Plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer facilities, or any construction activity which would interfere with such storm sewer facilities, is prohibited.

I. Overland Drainage Easement

1. For the common use and benefit of the owners of lots within the Subdivision and for the benefit of the City of Bixby, Oklahoma, the Owner/Developer hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the Plat as "OD/E" or "Overland Drainage Easement" for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the Subdivision
2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Bixby, Oklahoma, and plans and specifications approved by the City Engineer of the City of Bixby, Oklahoma.
3. No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas, unless approved by the City Engineer of the City of Bixby, Oklahoma.
4. The overland drainage easement areas and facilities located therein shall be maintained by the owner of the lot upon which the drainage easement is located at the owner's cost in accordance with standards prescribed by the City of Bixby, Oklahoma. In the event the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the homeowners' association t1) be formed pursuant to Section IV (hereinafter the "Homeowners' Association"), or the City of Bixby, Oklahoma may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the Homeowners' Association or the City of Bixby, Oklahoma, whichever has completed the maintenance, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be judicially foreclosed.

**SECTION II
LAND USE RESTRICTIONS**

A. Use of Land

1. All lots within the Subdivision shall be known and described as residential lots and shall be used solely for single family residences and single family purposes.
2. Reserves A, B, and C shall be limited to use for traffic medians, utilities, stormwater drainage, ingress and egress, open space, irrigation and/or landscaping, provided however, a monument sign identifying the Subdivision may be included if approved

by the Bixby Planning Commission pursuant to landscape plan review.

B. Setbacks

1. Street Setback. No building or accessory structure shall be erected nearer to a public street than the building setback lines depicted on the accompanying Plat.
2. Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 10 feet in width and no side yard shall be less than five (5) feet in width.
3. Rear Yard. The minimum rear yard setback shall be 20 feet. Customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 5 feet to any lot line.
4. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

C. Building Height

No building shall exceed 2_ stories or 35 feet in height.

**SECTION III
PRIVATE BUILDING AND USE RESTRICTIONS**

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the Subdivision and for the conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer hereby imposes the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Architectural Committee - Plan Review

1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the Subdivision until the plans and specifications therefore have been approved in writing by FOX HOLLOW, L.L.C, an Oklahoma limited liability company, its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove of such plans and specifications submitted to it as herein required within 20 days after submission, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. 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 hereinafter authorized may take into consideration the nature and character of the proposed building, structure or alteration, 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 a warranty or recommendation of building methods, materials, procedures, structural design, grading or drainage or building code compliance. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the Subdivision from prosecuting any legal action relating to improvements within the Subdivision which they would otherwise be entitled to prosecute.
3. The powers and duties of the Architectural Committee shall be transferred to the Homeowners' Association provided for in Section IV, by written assignment to the Homeowners' Association by the Architectural Committee, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Homeowners' Association.
4. The Architectural Committee shall have the right in its sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish anyone or more of the above covenants and restrictions by instrument duly executed and acknowledged by it and filed in the records of the County Clerk of Tulsa County, Oklahoma.

B. Floor Area of Dwelling

1. Single Story. A single story dwelling shall have at least 1,500 square feet of finished heated living area.
2. Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,200 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 1,800 square feet of finished heated living area.
3. Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) feet six (6) inches for at least one half (1/2) of the required living area, and any area of less than five (5) feet in height shall be excluded.

4. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the floor area requirements set out in Paragraphs 1 and 2 of this Subsection B.

C. Garages

Each dwelling shall have an attached garage providing space for a minimum of two automobiles on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

1. The first story exterior walls of the dwelling erected on any lot shall be 75% brick, stone, or stucco on the front and sides (excluding windows and doors). Siding may be installed only on the rear of the dwelling.
2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the requirements set out in Paragraphs 1 of this Subsection E.

F. Windows

Aluminum windows having a mill finish are prohibited.

G. Roof Pitch

1. No dwelling shall have a roofpitch of less than 6/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 3/12.
2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof.

H. Roofing Materials

Roofing shall be self-sealing composition roofing shingles (not less than 230-lb. (25 year) and weathered wood in color), provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. Rooftop Protrusions

Metal rooftop protrusions on the residence shall be painted to match the roof color selections (weathered wood).

J. On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

K. Outbuildings

1. Outbuildings are prohibited.
2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restriction.

L. Swimming Pools

Above ground swimming pools are prohibited.

M. Fencing

All fencing shall be in accordance with the City of Bixby Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a dwelling is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the dwelling, provided however, on corner lots fencing may extend to the side yard lot line. All fencing shall be 6' privacy constructed of standard wood. Chain link, barbed wire, mesh and other metal fencing is prohibited. No fence shall exceed 6 feet in height. Fences facing the street and installed in side yards between dwellings shall be aligned with existing fences on adjoining lots where possible. The good side of every fence shall face the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Committee.

N. Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section IV. a perpetual exclusive easement to erect and maintain fencing, walls and landscaping along the boundaries of the Subdivision adjacent to East 121st Street South within the fence easements depicted on the accompanying Plat as "F&L/E".

O. Antennas

1. Exterior television, "CB" Radio or other antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 20" in diameter shall be allowed so long as the dish is installed on the back of the

dwelling and is not visible from any street within the Subdivision.

2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restriction.

P. Lot Maintenance

Each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

Q. Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

R. Inoperative Vehicles

No inoperative vehicle or machinery shall be stored on any lot except within an enclosed garage.

S. Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited.

T. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from abutting streets. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.

U. Mailboxes

As long as a rural type mailbox is in use in the Subdivision for United States Postal Service, all mailbox pedestals shall conform in design to specifications for the Subdivision to be established by the Architectural Committee. All mailboxes shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from street level.

V. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept in the Subdivision, except that three dogs, three cats or other household pets may be kept provided that they are not used for commercial purposes. **Revised by a vote of the homeowners 2012.**

W. Noxious Activity

No activity of a noxious or offensive nature shall be carried out or allowed by any resident for any purpose upon any lot, nor shall any commercial or trade activity take place or be allowed thereon that might be or might become an annoyance or nuisance to the neighborhood.

X. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Y. Materials and Storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

Z. Temporary Trash Receptacle

A temporary trash receptacle is required on each lot during the construction of any dwelling in the Subdivision. The temporary trash receptacle shall be maintained by the lot owner and shall be emptied on a regular basis or as needed.

SECTION IV HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause the Fox Hollow Homeowners' Association, Inc. (the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma. The Association shall be formed for the general purposes of maintaining the common areas, Reserves "A", "B", & "C", landscaping, fencing and for the purpose of enhancing the value, desirability and attractiveness of the Subdivision.

B. Membership

Every person or entity who is a record owner of the fee interest in a lot in the Subdivision shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore,

covenants and agrees to pay to the Association assessments to be established by the Association in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within the Subdivision. All assessments shall be a lien upon the lot(s) against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this Deed of Dedication and shall have the right to enforce the covenants to the same extent as a lot owner.

**SECTION V
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

A. Enforcement and Duration

The restrictions herein set forth shall be covenants running with the land and shall be binding upon the Owner/Developer, its grantees, transferees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording of this Deed of Dedication, after which time said covenants shall be automatically extended for successive periods often (10) years unless amended or terminated as hereafter provided. If the Owner/Developer, or its grantees, transferees, successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Bixby or any persons owning a lot within the Subdivision to maintain an action at law or in equity against the person or persons violating or attempting to violate any such covenant(s) to prevent him/her or them from so doing or to compel compliance with the covenant(s) or to recover damages for such violation(s).

B. Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Bixby Planning Commission, or its successors with the approval of the City of Bixby, Oklahoma. The 'covenants contained within Section II. land Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Bixby Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision. The covenants within Section III. Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least one (1) lot within Fox Hollow or alternatively, the covenants within Section III. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, provided however in the event of a conflict of amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument

amending or terminating covenants shall be effective from and after the date it is properly recorded.

C. Severability

These restrictive covenants, together with the other documents incorporated herein by reference, shall construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not render the balance or this instrument void, nor 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 Owner/Developer. The failure of the Owner/Developer or any successor in title, to enforce any restriction, covenant, or condition 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, covenants or conditions.

D. Definitions

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Bixby Zoning Code as the same existed on January 1,2000 or as subsequently amended.