

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
FOXMOR ESTATES
(a Rural residential community in Oklahoma City, Oklahoma)**

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made on the date hereinafter set forth by Regional Properties, Inc. an Oklahoma Incorporated Company, hereinafter referred to as “DECLARANT”.

FOXMOR ESTATES is a rural addition to the City of Oklahoma City, Cleveland County, Oklahoma. Being a tract of land in the North ½ (N/2) of Section 3, Township 10 North, Range 1 West of the Indian Meridian, Oklahoma City, Cleveland County, Oklahoma, as more fully described on Exhibit “A” attached hereto and incorporated herein by reference.

NOW, THEREFORE DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

It is the purpose of this DECLARATION to provide a means for maintaining, controlling and preserving the area as a residential community with the amenities desirable for residential living. It is assumed that the purchasers of said property in FOXMOR ESTATES will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this DECLARATION. It is to preserve the beauty and appeal of FOXMOR ESTATES for all future owners that this DECLARATION is made, and the intention of said DECLARANT is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

It is further the intent of Declarant to submit the land and improvements constructed thereon to Oklahoma’s Real Estate Development Act (60 O.S. § 851, ff), as amended.

**ARTICLE I
DEFINITIONS**

Section 1.01 “ Architectural Committee” shall mean the committee created pursuant to Article IV, Section 4.01.

Section 1.02 “Architectural Committee Rules” shall mean rules adopted by the Architectural Committee pursuant to Article IV, Section 4.04.

Section 1.03 “Articles” shall mean the Articles of Incorporation of FOXMOR ESTATES Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Oklahoma.

Section 1.04 “Association” shall mean and refer to FOXMOR ESTATES Homeowners Association, Inc., its successors and assigns.

Section 1.05 “Association Fence” is that fence constructed or to be constructed by DECLARANT along any property lines of Lot 1 Block 1 & Lot 1 Block 3 Or Common Area of FOXMOR ESTATES, a rural addition to Oklahoma City, Cleveland County, Oklahoma.

Section 1.06 “Board” shall mean the Board of Directors of the Association.

Section 1.07 “Bylaws” shall mean the bylaws of the Association which are or shall be adopted by the Board and such Bylaws as may from time to time be amended.

Section 1.08 “Committee” shall mean the Architectural Committee.

Section 1.09 “Common Areas” Shall mean (1) that real property owned by the Association for the common use and enjoyment of the Owners and which is described as follows: Common Areas “A”, “B”, “C”, “D”, “E” “F” & “G” (operable security gates & all its equipment, sprinkler system, any and all landscaping & security guard structure (if any) and monitoring system, all streets inclusive & street lighting) shown on the plat of FOXMOR ESTATES, a rural addition to the city of Oklahoma City, Cleveland County, Oklahoma, as recorded in the Office of the County Clerk of Cleveland County; (2) any easement on real property granted to and accepted by the Association, for the common use and enjoyment of the Owners.

Section 1.10 “Declarant” shall mean and refer to Regional Properties, Inc., an Oklahoma corporation, and its successor designated pursuant to Section 7.07 or if its successor is not designated pursuant to Section 7.07, its successors and assigns under applicable law if such successors and assigns should require more than one undeveloped lot for the purpose of development and annexation to FOXMOR ESTATES.

Section 1.11 “Declaration” shall mean this document which contains covenants, conditions and restrictions referred to as the “FOXMOR ESTATES RESTRICTIONS”.

Section 1.12 “Family” shall mean one or more persons each related to the other by blood, marriage or legal adoption or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in the dwelling.

Section 1.13 “File” shall mean, with respect to any document or notice required to be filed under this DECLARATION, the submission of such document or notice to the Secretary of the Association or the representative in charge of maintaining records for the COMMITTEE or the DECLARANT, as the context requires.

Section 1.14 “Improvements” shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, and landscaping improvements of every type and kind.

Section 1.15 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of FOXMOR ESTATES with the exception of common areas and streets. “Corner Lot” shall mean any Lot which abuts upon more than one street.

Section 1.16 “Operating Fund” shall mean the fund created for the receipts and disbursements of the Association.

Section 1.17 “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.18 Reserved

Section 1.19 “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 1.20 “Plats of FOXMOR ESTATES” shall mean and refer to the plat of FOXMOR ESTATES Phase One, a rural addition to the City of Oklahoma City, Oklahoma, recorded in the Office of the Registrar of Deeds for Cleveland County, State of Oklahoma, in Plat Book ____ at page ____, and future plats of property annexed pursuant to the provisions of Section 2.02.

Section 1.21 “Properties” shall mean and refer to that certain real property described on Page 1 of this Declaration, also referred to herein as FOXMOR ESTATES.

Section 1.22 “Record, Recorded” shall mean, with respect to any document, the recordation of said document in the Office of the County Clerk for Cleveland County, State of Oklahoma.

Section 1.23 “Residence” shall mean a building or buildings including any garage, carport or similar outbuilding used for residential purposes.

Section 1.24 “Single Family Residential Use” shall mean occupation and use of a single family dwelling in conformity with the FOXMOR ESTATES Restrictions and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

Section 1.25 “Street” shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the plat of FOXMOR ESTATES.

Section 1.26 “Visible From Neighboring Property” shall mean with respect to any given object that such object is or would be visible to a person six feet tall, standing on any part

of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 1.27 “FOX MOR ESTATES” shall mean all of the real property described on Page 1 of this Declaration and all real property annexed pursuant to the provisions of Section 2.02, also referred to herein as “Properties”.

Section 1.28 “FOX MOR ESTATES DEVELOPMENT” shall mean all of the real property described on Page 1 of this Declaration also referred to herein as “Properties”.

Section 1.29 “FOX MOR ESTATES RESTRICTIONS” shall mean all of the covenants, conditions, and restrictions set forth in this Declaration.

Section 1.30 “FOX MOR ESTATES RULES” shall mean the rules adopted by the BOARD of the ASSOCIATION as they may be in effect from time to time pursuant of the provisions of Section 5.06.

ARTICLE II PROPERTY SUBJECT TO FOX MOR ESTATES RESTRICTITONS

Section 2.01 GENERAL DECLARATION CREATING FOX MOR ESTATES RESTRICTIONS. Declarant hereby declares that all of the real property located in the County of Cleveland, State of Oklahoma described in this document on page 1 is and shall be held, conveyed, hypothecated, encumbered, leased, occupied built upon or otherwise used, improved or transferred subject to the FOX MOR ESTATES RESTRICTIONS set forth in this Declaration.

All of said FOX MOR ESTATES RESTRICTIONS are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property, and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part hereof. All of the FOX MOR ESTATES RESTRICTIONS shall run with all or any part of said real property for all purposes and shall be binding upon and insure to the benefit of DECLARANT, all OWNERS, and their successors in interest.

Section 2.02. FUTURE ADDITIONS. Although this Declaration includes only the real property described on attached Exhibit “A”, it is the intention of the Declarant to develop additional areas in the North Half (N/2) of Section Three (3), Township Ten (10) North, Range One (1) West, which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as members of the Association. The Declarant, its successors and assigns, shall have the right to bring within the concept of this Declaration additional areas in said North Half.

The inclusion of future additions authorized under this Article shall be accomplished by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, herein called “Supplementary Declaration”, with respect to the additional property which shall extend the concept and binding effect of the covenants, conditions and restrictions of this Declaration to

such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided they are not substantially inconsistent with the concept of this Declaration.

**ARTICLE III
LAND USE CLASSIFICATIONS
PERMITTED USES AND RESTRICTIONS**

Section 3.01 LAND CLASSIFICATIONS. The land within FOXMOR ESTATES is divided into the following land classifications:

- A. Single Family Areas
- B. Common Areas

The land within FOXMOR ESTATES at the date of the recordation of this DECLARATION is classified as set forth on the Plat referenced in Section 1.20 above. When property is annexed to FOXMOR ESTATES the land classifications thereof and covenants, conditions, and restrictions with respect to the use thereof shall be established by a supplementary declaration covering said property.

Section 3.02 SINGLE FAMILY AREAS: PERMITTED USES AND RESTRICTIONS. Single family areas shall consist of lots and other areas restricted to single family residential use. Lots within such restricted areas shall be for the exclusive use and benefit of the owners thereof subject however to all of the following limitations and restrictions.

A. Single Family Use. All lots in FOXMOR ESTATES shall be improved and used exclusively for single family residential purposes. No gainful occupations, professions, trade or other non-residential use shall be conducted on any of these lots.

- B. Construction of Residences.

(1) ARCHITECTURAL CONTROL: No building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made until the plans, including building plans with complete elevations, plot plans, landscape plans, and specifications showing the nature, kind, shape, height, materials and location of same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to topography and surrounding structures built and to be constructed in FOXMOR ESTATES by an ARCHITECTURAL COMMITTEE composed of four (4) representatives appointed by the DECLARANT. Pursuant to its rule making power under Section 4.04, said ARCHITECTURAL COMMITTEE shall establish and set forth in ARCHITECTURAL COMMITTEE GUIDELINES a procedure for the preparation, submission and determination of applications for any improvement or alteration. If either of the following events occurs, the approval of the ARCHITECTURAL COMMITTEE will not be required and this Article will be deemed to have been fully complied with:

(a) Plans for the particular type of improvement proposed are exempt pursuant to ARCHITECTURAL COMMITTEE GUIDE LINES from the requirement that plans for all improvements be submitted; or

(b) The ARCHITECTURAL COMMITTEE fails to approve or disapprove the proposed design and location within thirty (30) days after the Plans and Specifications therefore have been submitted to it.

(2) MINIMUM SIZE OF DWELLINGS:

(a) Minimum Square Footage requirements. Only one single family residential dwelling of not less than two thousand four hundred (2,400) square feet, exclusive of basements, one story open porches, breezeways and attached garages, not to exceed two stories in height, shall ever be placed, constructed, altered, or erected on any lot. Any structures of more than one story shall not have less than one thousand eight hundred (1,800) square feet of ground floor area. A garage must be attached to each dwelling and shall not be less than two (2) car and not more than three (3) car and not to exceed 50% of the living footage of house. Vehicle openings to be on the side or rear of the dwelling. If there are more than one garage entry, the larger garage must face the side or the rear and the small garage may face the front upon approval.

(b) Minimum Width of Dwelling. All residential dwelling structures shall have a minimum width of sixty-five (65) feet and must have the required garage openings for vehicles on the side or rear of the structure.

(c) Roof Pitch Requirements. All residential dwelling structures shall have a roof pitch or not less than eight (8) vertical to twelve (12) horizontal (8/12), on the main roof. The ARCHITECTURAL COMMITTEE shall have the right to give exceptions based on house style.

(3) SET BACK RESTRICTIONS:

(a) Front Building Line. No building, or any part thereof or fence shall ever be located nearer to the street line, than the building setback lines shown on the recorded plat or plats of FOXMOR ESTATES and identified as "Building Line".

(b) Side Building Line. No structure except open terraces and open porches without a roof, shall be located nearer than ten (10) feet from each side lot line, provided, however, that where the whole or parts of two or more adjoining lots are used for a single building site, then the aforesaid lot line restrictions shall not apply to the exterior side boundary lines of the actual building site used. No fence shall be constructed within ten (10) feet of the side lot line or thirty (30) feet from back lot line, and all fences require prior approval from the ARCHITECTURAL COMMITTEE.

(4) MATERIALS: Any deviation from the following material requirement must be approved in advance, in writing, by the ARCHITECTURAL COMMITTEE.

(a) Roofs- All roofs are to be fiberglass laminate, high wind and impact resistant, architectural style composition shingles, which, for purposes herein, shall be defined as shingles, with felt weighing a minimum of two hundred ninety (290) pounds per square. An alternative 30 year shingle may be approved by the ARCHITECTURAL COMMITTEE. The choice of color shall be hearthstone gray or driftwood. The purpose of using this product is that most insurance companies recognize the longevity of life of this shingle and reward their clients with up to a twenty (20) percent discount on their insurance premiums.

(b) Exterior- No asbestos siding of any type shall be used as siding on exterior walls. The principal exterior of any structure or building shall be in accordance with on of the following restrictions:

(1) A minimum of seventy -five (75) percent shall be brick or stone and a minimum of twenty-five (25) percent may be frame siding or other material which will blend together with the brick or stone, or

(2) Any alternative approved by the ARCHITECTURAL COMMITTEE.

It is the intention of this restriction to allow panels of materials other than brick or stone to be used. This restriction is intended to restrict the principal exterior of structures to masonry or approved siding in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design.

(c) Driveways - Main driveways must be made of concrete with a minimum of four (4) inches in thickness and sixteen (16) feet in width. Each building structure used as a residence must provide at all times parking space on the owner's premises for two (2) automobiles outside the garage on a paved surface. Concrete driveway approaches to be of brick or rock on each end, all to be done in a tasteful manner and to cover exterior of tinhorn.

(5) CONSTRUCTION:

(a) Dwelling - No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and the such material shall be placed within property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, all excess or scrap material must be immediately removed from the property. Upon commencement of excavation for construction on any lot or lots in this plat, the work must be continuous, weather permitting, until the house or other improvement is completed; and such construction must be completed within a period of time of eight (8) months unless further extension of time of completion of such improvements is given by the

DECLARANT. If no such consent is given by DECLARANT or its designee, then DECLARANT or its designee may, but shall not be obligated to, complete such construction.

(b) Water wells and aerobic sewer systems shall be installed as per city & county health standards.

(c) Landscaping - The time limit for completion of the grass yard, underground sprinklers, and landscaping originally approved by the ARCHITECTURAL COMMITTEE is as follows:

Front Yard - Slab sod or hydro mulched grass must be completed BEFORE THE FIRST OCCUPANCY of the dwelling.

Front Yard Flowerbeds, Landscaping, Sprinkler System and Rear Yard - All grass, all approved landscaping and the front yard sprinkler system must be completed within one year after the first occupancy of the dwelling.

(6) RIGHTS-OF-WAY: No fence or enclosure, hedge or shrubbery of any type or nature whatsoever shall ever be constructed, placed or maintained on any street right-of-way by any OWNER not acting on behalf of the ASSOCIATION pursuant to its duties under this DECLARATION.

(7) FENCING: All fences must not be set any further forward than the halfway point of the main residence upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. This restriction may be waived, in whole or in part by the DECLARANT. No adjoining fences allowed and all fencing must be set back from the side lot line a minimum of ten (10) feet, and thirty (30) feet from rear lot line. No chain link or stockade fencing is approved for primary fencing, but could possibly be used for small dog run or pen, not visible from the street. All fencing, dog runs, and pens must be approved in writing by the ARCHITECTURAL COMMITTEE, prior to beginning of construction.

C. IMPROVEMENTS AND ALTERATIONS. No improvement, excavation, or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its existing state (any prior improvements having been approved in accordance with this DECLARATION) shall be made or done unless approved by the ARCHITECTURAL COMMITTEE in accordance with the provisions of Section 3.02B hereof.

D. MAINTENANCE AND REPAIR OF BUILDINGS: No building or structure upon any lot shall be permitted to fall into disrepair, and subject to the requirements of Section 3.02C above, each such building and structure shall at all time be kept in good condition and adequately painted or otherwise finished. OWNERS shall maintain in good repair the exterior surfaces, including walls, roofs, porches, patios, and appurtenances of their residences. Nothing shall be done in or to any residence which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required hereunder. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or

neglected to maintain such exterior surfaces in good repair, the BOARD shall give such OWNER notice of his failure to comply with this provision, setting forth the nature of the maintenance or repair required. If upon the expiration of thirty (30) days from the date of such notification the OWNER fails to remedy such noncompliance and the BOARD determines that:

(1) failure to undertake the necessary maintenance would affect the overall appearance of the Properties or otherwise jeopardize the value of other Properties in FOXMOR ESTATES, and

(2) the performance of such maintenance or repairs by the ASSOCIATION would not jeopardize the favorable tax status of the ASSOCIATION pursuant to applicable law, the ASSOCIATION may thereupon cause the maintenance or repairs to be performed, and in such event the OWNER shall reimburse the ASSOCIATION for all reasonable expenses incurred in connection therewith upon demand. If such expenses are not promptly paid by the OWNER to the ASSOCIATION, the BOARD shall levy a reimbursement assessment against such OWNER pursuant to Section 6.03 thereof.

E. ANIMALS. No animal or fowl other than a reasonable number of generally recognized house or yard pets shall be maintained on any lot within FOXMOR ESTATES and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to run at large, make any unreasonable amount of noise, or otherwise become a nuisance. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be visible from any street or from neighboring property unless approved by the ARCHITECTURAL COMMITTEE.

F. ANTENNAS. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, without permission of the ARCHITECTURAL COMMITTEE.

G. UTILITY SERVICE. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signal shall be constructed, placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

H. MISCELLANEOUS STRUCTURES AND TEMPORARY OCCUPANCY. No trailer, basement or any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind shall be used at any time for a residence either temporary or permanent. Temporary building or structures used during the construction of a dwelling shall be removed immediately after the completion of construction. No miscellaneous structures are allowed on this property without the prior written approval of the ARCHITECTURAL COMMITTEE.

A detached garage for recreational vehicle (R.V.), boat, or camper, constructed of the same material as the residential dwelling structure may be constructed on each lot provided the maximum size does not exceed a length of thirty five (35) feet and a width of twenty four (24) feet and provided that the location is behind the residential dwelling structure, it being the intent to require all R.V.'s, boat and campers to be garaged so as not to be visible from the street or neighbor. Approval of any detached garage location and materials by the ARCHITECTURAL COMMITTEE is required.

I. TRAILERS, BOATS AND MOTOR VEHICLES. No mobile home trailer of any kind, permanent tent or similar structure, and no truck, camper or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired upon any lot within FOXMOR ESTATES, provided however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement approved by the ARCHITECTURAL COMMITTEE. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever shall ever be permanently parked, located or otherwise maintained in FOXMOR ESTATES so as to be visible from neighboring property.

J. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, or so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposed shall be located, used or placed on any lot in FOXMOR ESTATES.

K. TRASH CONTAINERS AND COLLECTION. No garbage cans or refuse containers shall be placed or be permitted to remain at the street side of the dwelling or upon the lot within view of the street, except upon those days scheduled for garbage and refuse collection. Except on days for collection, said cans or containers shall be kept in a place that is not subject to public view. Garbage cans shall not be visible from neighboring property nor from the street and shall be concealed by walls of similar materials used on the residence.

L. CLOTHES DRYING FACILITIES. Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a walled service yard or otherwise concealed and shall not be visible from neighboring property or from the street.

M. RIGHT OF ENTRY. During reasonable hours, DECLARANT, any member of the ARCHITECTURAL COMMITTEE, or any authorized representative of any of them shall have the right to enter upon and inspect any building site, lot or parcel and the improvements thereon for the purpose of ascertaining whether or not the provision of the FOXMOR ESTATE RESTRICTIONS have been or are being complied with, and such persons shall not be deemed guilty of trespassing by reason of such entry.

N. MAINTENANCE OF LAWNS AND PROPERTY. Each OWNER shall keep his lot and property properly cultivated and free of trash, weeds and other unsightly material. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or neglected to properly maintain his lot, the BOARD may give notice and take appropriate corrective measures in accordance with the requirements and procedures set forth in Section 3.02 for such BOARD action in regard to maintenance and repair of building, including the procedures authorizing a reimbursement assessment pursuant to Section 6.03 hereof.

O. MINERAL EXPLORATION. No property within FOXMOR ESTATES shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, mineral of any kind, gravel, earth, or any earth substance of any kind. No tank for the storage of oil or other fluid may be maintained above the ground on any of the lots. This restriction does not prevent the drilling and use of a domestic water well to supply domestic water to an individual lot or Common Area.

P. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any lot within FOXMOR ESTATES, except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence.

Q. DISEASES AND INSECTS. No owner shall permit anything or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

R. RESTRICTION ON FURTHER SUBDIVISION. No lot in FOXMOR ESTATES shall be further subdivided, rearranged or replatted, nor shall any less than all of such lot be conveyed or any easement or other interest given therein without the prior written approval of the DECLARANT.

S. MAIL BOXES. Mailboxes shall be installed or constructed of a material that is harmonious with the dwelling and approved of their installation or construction by the ARCHITECTURAL COMMITTEE. No mailbox will be approved for use in FOXMOR ESTATES which is of a width greater than thirty (30) inches exclusive of any planter type base not greater than twelve (12) inches from ground elevation. The purpose of this restriction is to assure that the appearance of the streetscape will not detract from the individual residences.

Address blocks or other residential address signs must not have more than a combined total face area of two hundred sixteen square inches for each lot.

T. SIGNS. No signs whatsoever which are visible from neighboring property shall be erected or maintained on any lot within FOXMOR ESTATES except:

- (1) Such signs as may be required by legal proceeding;
- (2) Residential identification signs of a combined total face area of seventy-two (72) square inches or less for each lot;

- (3) Not more than two (2) signs having a maximum face area of ten (10) square feet temporarily installed in connection with the sale or rental of a residence, garage sale or political campaign; and
- (4) Signs installed by homebuilders which are necessary or convenient to the sale of the homes within FOXMOR ESTATES. Limitations upon signs installed by homebuilders shall be established by the ARCHITECTURAL COMMITTEE.

U. DECLARANTS EXEMPTION. Nothing contained in the FOXMOR ESTATES RESTRICTIONS shall be construed to prevent the erection or maintenance by DECLARANT or their duly authorized agents of structures or signs necessary or convenient to the development, sale, operation or disposition of property within FOXMOR ESTATES.

Section 3.03 Reserved

Section 3.04 COMMON AREA: CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS.

The Common Area shall be held, maintained and used to meet the aesthetic interests of OWNERS or to enhance their beneficial enjoyment of the environment of FOXMOR ESTATES and for no other purpose. The only permitted uses of the Common Area shall be the construction, operation, maintenance, repair, renewal, reconstruction or replacement of the Common Area improvements including landscaping. No improvement, excavation or work which in any way alters the Common Area from its existing state shall be made or done except upon strict compliance with the restrictions and limitations of the following provisions of this Section.

A. LIMITATION ON CONSTRUCTION. No person other than the ASSOCIATION or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall destroy or remove any tree, shrub or other vegetation upon the Common Area.

B. APPLICATION FOR APPROVAL. Except to the extent otherwise provided in Paragraph D below, if the ASSOCIATION proposes to construct, reconstruct or alter any improvement located upon the Common Area, or if the ASSOCIATION proposes to make or create any excavation or till, to change the natural or existing drainage of surface waters or to remove any trees, shrubs, or ground cover upon the Common Area, the ASSOCIATION proposes to make or submit to the ARCHITECTURAL COMMITTEE for approval two sets of final plans and specifications for any such work in such form and containing such information as the ARCHITECTURAL COMMITTEE may require. The ARCHITECTURAL COMMITTEE shall approve the plans and specifications submitted to it pursuant to this Paragraph only if the following conditions have been satisfied.

- (1) If the plans are to construct any new improvement (including any alteration of the exterior appearance of any existing improvement) upon the Common Area, enhance the enjoyment of such area or is desirable to protect, support or preserve any property which constitutes a part of FOXMOR ESTATES.

- (2) The ARCHITECTURAL COMMITTEE must also find that the proposed work will not be detrimental to or incompatible with the ideals and purposes of FOXMOR ESTATES.

C. METHOD OF APPROVAL. All such approvals shall be in writing. Plans which have been neither approved nor rejected within thirty (30) days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans, as finally approved, shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to the Common Area:

- (1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph 3.04C above or (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph 3.04E below;
- (2) Replace injured and diseases trees or other vegetation in any such area and plant trees, shrubs, and ground cover to the extent that the ASSOCIATION deems necessary for the conservation of water and soil and for aesthetic purposes; and
- (3) Place and maintain upon such area such signs as the ASSOCIATION may deem appropriate for the proper identification, use and regulation thereof.

E. DECLARANT'S PLANS AND SPECIFICATIONS. DECLARANT shall from time to time file with the ARCHITECTURAL COMMITTEE such plans and specifications as it may have in its possession for the purpose of maintaining a permanent record of improvements constructed on the Common Area.

Section 3.05 UNPAVED RIGHT-OF -WAY ALONG S. HIWASSEE RD. ADJACENT TO THE WESTERN BOUNDARY OF FOXMOR ESTATES AND ALONG S. E. 94TH STREET WITHIN 50 FEET OF THE RIGHT-OF-WAY OF S. HIWASSEE ROAD. As provided in Section 5.04D of this DECLARATION, the ASSOCIATION shall operate and maintain that unpaved portion of the right of way east of S. Hiwassee Road adjacent to S. E 94th Street and within 50 feet of the centerline of S. Hiwassee Road and the improvements thereon, including the Association fence along such property line. The unpaved portion of right of way hereinabove described shall be maintained and used to meet the aesthetic interests of OWNERS or to enhance their beneficial enjoyment of the environment to Foxmor Estates or the value of the Properties and for no other purpose. The only permitted uses of such unpaved portion of right- of - way shall be the operation, maintenance, repair, renewal or replacement of right of way improvements, including landscaping and street lighting.

A. LIMITATION ON CONSTRUCTION: APPLICATION FOR APPROVAL. No improvement, excavation or work which in any way alters such unpaved portion of right-of-way from its existing state shall be made or done unless:

- (1) In strict compliance with the restrictions and limitation of Section 3.04A with regard to the Common Area and in accordance with the procedures for ARCHITECTURAL COMMITTEE approval set forth in Section 3.04, Paragraphs B and C and
- (2) In strict compliance with applicable ordinances, rules and policies of the City of Oklahoma City or any board, commission, or governmental subunit thereof.

B. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to such unpaved portion of right-of-way but subject to any applicable ordinances, rules or policies of the City of Oklahoma City or any board, commission or other governmental subunit thereof.

- (1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph A above, or (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph 3.05C below;
- (2) Replace injured and diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the ASSOCIATION deems necessary;
- (3) Place and maintain upon such area signs the ASSOCIATION may deem appropriate for the proper identification, use and regulation thereof; and
- (4) Place and maintain street lights.

C. DELCLARANTS PLANS AND SPECIFICATIONS. DECLARANT shall from time to time file with the ARCHITECTURAL COMMITTEE such plans and specifications as it may have in its possession for the purpose of maintaining a permanent record of improvements constructed on such unpaved portion of the street right-of-way.

Section 3.06 EASEMENTS FOR MAINTENANCE OF COMMON AREAS AND THE UNPAVED RIGHT-OF-WAY ALONG S. HIWASSEE ROAD ADJACENT TO THE WESTERN BOUNDARY OF FOXMOR ESTATES AND ALONG S. E. 94TH STREET WITHIN 50 FEET OF THE CENTERLINE OF S. HIWASSEE ROAD. Perpetual nonexclusive easements for ingress and egress over, under, across, in and upon the Properties are hereby declared., created and reserved by the DECLARANT for the benefit and use of the ASSOCIATION, its successors and assigns, agents, and employees to provide reasonable access to the Common Area and portion of unpaved right-of -way to be maintained by the ASSOCIATION pursuant to Section 5.04D hereof for the purpose of performing any maintenance, construction, or operations permitted or authorized by this DECLARATION with respect to such areas or the improvements located thereon, including the Association Fence.

**ARTICLE IV
ARCHITECTURAL COMMITTEE**

Section 4.01 ORGANIZATION, POWER OF APPOINTMENT AND REMOVAL OF MEMBERS. There shall be an ARCHITECTURAL COMMITTEE, organized as follows:

A. COMMITTEE COMPOSITION. The ARCHITECTURAL COMMITTEE shall consist of three (3) persons. No COMMITTEE member shall be required to meet any qualifications for membership. The three (3) initial members shall be as set forth on Exhibit "C" attached hereto and incorporated herein by reference.

B. ALTERNATE MEMBERS. There shall be one (1) alternate member, who may be designated by the COMMITTEE to act as a substitute on the COMMITTEE in the event of absence or disability of a COMMITTEE member. The initial alternate member shall be as set forth on Exhibit "C" attached hereto and incorporated herein by reference.

C. APPOINTMENT AND REMOVAL. The right to appoint and remove all members and alternate members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in the DECLARANT, unless prior to said time DECLARANT records a declaration waiving such right.

D. Members and alternate members of the ARCHITECTURAL COMMITTEE shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternate member replaced or removed from the ARCHITECTURAL COMMITTEE.

E. RESIGNATIONS. Any member or alternate member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE, however caused, shall be filed by the DECLARANT.

F. VACANCIES. Vacancies of the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the DECLARANT.

Section 4.02 Duties: It shall be the duty of the ARCHITECTURAL COMMITTEE to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt ARCHITECTURAL COMMITTEE RULES, to perform other duties delegated to it by the DECLARANT and to carry out all other duties imposed upon it by the FOXMOR ESTATES RESTRICTIONS.

Section 4.03 The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the COMMITTEE. The COMMITTEE shall keep and maintain a record of all actions taken by it as such meetings or otherwise.

Sections 4.04 ARCHITECTURAL COMMITTEE RULES. The ARCHITECTURAL COMMITTEE may, from time to time, and in its sole discretion, adopt, amend and repeal, by

unanimous vote, rules and regulations, to be known as “ARCHITECTURAL COMMITTEE RULES.” Said “RULES” shall interpret and implement the provisions herein by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, materials, maintenance and repairs and similar features which are recommended and approved for use in FOXMOR ESTATES. The initial ARCHITECTURAL COMMITTEE RULES shall be as set forth on Exhibit “D” attached hereto and incorporated herein by reference.

Section 4.05 NO WAIVER. The approval of the ARCHITECTURAL COMMITTEE of any plans, drawings, or specifications for any work done or proposed, or any other matter requiring the approval of the ARCHITECTURAL COMMITTEE under the FOXMOR ESTATES RESTRICTIONS shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter previously or subsequently submitted for approval.

Section 4.06 ESTOPPEL CERTIFICATE. Within thirty (30) days after written demand is delivered to the ARCHITECTURAL COMMITTEE by any OWNER and upon payment to the ASSOCIATION of a reasonable fee has fixed from time to time by the ASSOCIATION, the ARCHITECTURAL COMMITTEE shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any lot of said OWNER) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with the FOXMOR ESTATES RESTRICTIONS, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the noncomplying improvements or work setting forth with particularity the basis of such noncompliance.

Section 4.07 LIABILITY. Neither the ARCHITECTURAL COMMITTEE nor any member thereof shall be liable to the owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications (c) the development of any property within FOXMOR ESTATES, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of information as may be possessed by him. Without in any way limiting the generality of the foregoing, the ARCHITECTURAL COMMITTEE, or any member thereof, may, but is not required to, consult with or hear the views of an OWNER with the respect to any plans, drawings, specifications or any other proposal submitted to the ARCHITECTURAL COMMITTEE by such OWNER.

ARTICLE V FOXMOR ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 5.01 ORGANIZATION AND MEMBERSHIP

A. The ASSOCIATION. The ASSOCIATION is a nonprofit membership corporation charged with the duties and invested with the powers set forth herein. It was created by its Articles, and its affairs shall be governed by the Articles and Bylaws which shall not for

any reason be amended or otherwise changed or interpreted so as to be inconsistent with the FOXMOR ESTATES RESTRICTIONS.

B. SUCCESSOR ASSOCIATION. In the event that the ASSOCIATION as a corporate entity is dissolved, a nonprofit unincorporated association shall forthwith and without further action or notice be formed and succeed to all the rights and duties of the ASSOCIATION hereunder.

Section 5.02 MEMBERSHIP AND VOTING RIGHTS

A. OWNERS MEMBERS. Every OWNER of each lot which is subject to assessment shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. OWNERS' EASEMENT OF ENJOYMENT. Every OWNER shall have a right of easement of enjoyment in and to the Common Area which will be appurtenant to and shall pass with title to every lot, subject to the following provisions:

- (1) the right of the ASSOCIATION to charge reasonable assessments for the upkeep and maintenance of the Common Area;
- (2) the right of the ASSOCIATION to suspend his voting rights for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations;
- (3) the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be effective.

C. DELEGATION OF USE. Any OWNER may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. RIGHTS UPON DISSOLUTION. In the event of the dissolution of the ASSOCIATION and the formation of the unincorporated association, as provided in Paragraph B of section 5.01, each member of the unincorporated association shall have an underlying beneficial interest in all of the ASSOCIATION'S property transferred to or for the account or benefit of the unincorporated association, such interest being in direct proportion to the lots owned by such member provided, however, there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being waived.

Section 5.03 CLASSES OF MEMBERS: NUMBER OF VOTES: DIRECTORS

Class A. Class A members shall be all OWNERS with the exception of the DECLARANT and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each such lot

shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the DECLARANT and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

A. JOINT OWNER DISPUTES. The vote for each lot must be cast as a unit, and fractional votes shall not be allowed. In the event the joint OWNERS are unable to agree among themselves as to how their votes or vote shall be cast, they shall lose their right to vote on the matter at question. If an OWNER or OWNERS cast a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all OWNERS of the same lot.

B. BOARD OF DIRECTORS. The ASSOCIATION shall act through a BOARD of Directors which shall manage the affairs of the ASSOCIATION. The initial BOARD shall be comprised of three (3) Directors which shall be selected by the DECLARANT. Each initial Director shall serve for a term of two (2) years or until the earlier termination of Class B membership. After the expiration of the terms of the initial BOARD members, the members of the ASSOCIATION shall elect the BOARD of Directors as provided for in the Bylaws.

C. RESERVED.

D. NO TRANSFER OF VOTING RIGHT. The right to vote may not be severed or separated from the lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such lot to a new OWNER or OWNERS shall operate to transfer the appurtenant right to vote without the requirement of any express references thereto.

Section 5.04 DUTIES OF THE ASSOCIATION. The ASSOCIATION shall have the obligation and duty, subject to and in accordance with the RESTRICTIONS, to do and perform the following for the benefit of the OWNERS and for the maintenance and improvement of FOXMOR ESTATES.

A. RESERVED.

B. TITLE TO PROPERTY UPON DISSOLUTION. Immediately prior to any dissolution of the ASSOCIATION as a corporate entity, the ASSOCIATION shall convey all real property vested in it to an independent corporate trustee to hold such real property in trust for the benefit of the unincorporated association formed pursuant to Paragraph B of Section 5.01 and for the benefit of the OWNERS pursuant to the terms hereof and Articles and Bylaws.

C. OPERATION OF THE COMMON AREA. To construct improvements upon the Common Areas and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon specifically including but not limited to landscaping in good order and repair and properly maintained.

D. MAINTENANCE OF UNPAVED PORTION OF RIGHT-OF-WAY. To operate and maintain or provide for the operation and maintenance of that unpaved portion of the right-of-way adjacent to S. Hiwassee Road along the western boundary of FOXMOR ESTATES and along S. E. 94th Street & within 50 feet, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including the Association Fence along such property lines, and or place and operate street lighting.

E. PAYMENT OF TAXES. To pay all real taxes and assessments levied upon any portion of any property conveyed, leased or otherwise transferred to the ASSOCIATION to the extent not assessed to the OWNERS. Such taxes and assessments may be contested or compromised by the ASSOCIATION, provided however, that they are paid or a Bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

F. PUBLIC SERVICE. To contract for or provide (to the extent adequate services are not provided by a public authority) maintenance and such other services and facilities of a public and quasi-public nature as may be deemed necessary or desirable for the effectuation of the purposes of the FOXMOR ESTATES RESTRICTIONS. In connection with the provision of such facilities and services, the ASSOCIATION may contract with or assign its duties to any public authority, governmental body, or special district.

G. INSURANCE. To obtain and maintain in force comprehensive general liability insurance in such amounts as the ASSOCIATION shall deem necessary and to obtain and maintain in force such other insurance, including indemnity and other bonds, as the ASSOCIATION shall deem necessary or expedient to carry out its functions as set forth in the DECLARATION and the Bylaws.

The comprehensive general liability insurance referred to above shall name as separately protected insureds DECLARANT, ASSOCIATION, BOARD, the ARCHITECTURAL COMMITTEE and their representatives, members and employees and the OWNERS (as a class) with respect to any liability arising out of the maintenance and use of any Common Area, the Association Fence or any improvement under the jurisdiction of the ASSOCIATION. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies, provided however, that such policy or policies shall not require the insurers to pay any amount in excess of the maximum limits stated therein. Every policy of insurance obtained by the ASSOCIATION whether or not required to be obtained pursuant to the provision of these RESTRICTIONS shall expressly waive any and all rights of subrogation against DECLARANT, its representatives and employees, the ASSOCIATION, the BOARD, the ARCHITECTURAL COMMITTEE, and all OWNERS (as a class).

H. RULEMAKING. To make, establish, promulgate, amend and repeal the FOXMOR ESTATES RULES as provided in Section 5.06.

I. ARCHITECTURAL COMMITTEE. To appoint and remove members of the ARCHITECTURAL COMMITTEE in the event that DECLARANT waives its right to appoint

and remove such members pursuant to Section 4.01 and to assure at all times there is available a duly constituted and appointed ARCHITECTURAL COMMITTEE.

J. ENFORCEMENT OF RESTRICTIONS AND RULES. To take such other action, whether or not expressly authorized by the FOXMOR ESTATES RESTRICTIONS as may be reasonably necessary to enforce the covenants, conditions, and restrictions of the FOXMOR ESTATES RESTRICTIONS, the FOXMOR ESTATES RULES and the ARCHITECTURAL COMMITTEE GUIDELINES.

K. OTHER. To carry out the duties of the ASSOCIATION set forth in other sections of this DECLARATION, the Articles and the Bylaws.

Section 5.05 POWERS AND AUTHORITY OF THE ASSOCIATION. The ASSOCIATION shall have all of the powers of a nonprofit corporation organized under the laws of the State of Oklahoma in operation for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and the FOXMOR ESTATES RESTRICTIONS, or are required by applicable law in order to assure and maintain a favorable tax status for the ASSOCIATION. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under and by virtue of said RESTRICTIONS and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the ASSOCIATION.

A. MAINTENANCE ASSESSMENTS. To charge such assessments for the maintenance and operation of the Common Area, the unpaved portion of right -of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D hereof and all improvements located on such Common area or right-of-way, including the Association Fence placement and operation of street lights within FORXMOR ESTATES as the BOARD may deem necessary or desirable.

B. RIGHT OF ENTRY AND ENFORCEMENT. To enter upon any lot without liability for trespassing to any OWNER for the purpose of enforcing any of the provisions of the FOXMOR ESTATES RESTRICTIONS or for the purpose of maintaining and repairing any such area pursuant to Section 5.04C hereof if for any reason whatsoever the OWNER thereof fails to maintain and repair such area as required by said RESTRICTIONS. The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf, or on the behalf of any OWNER or OWNERS who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the FOXMOR ESTATES RESTRICTIONS and to enforce, by mandatory injunction or otherwise, all of the provision of said RESTRICTIONS.

C. EASEMENTS AND RIGHT-OF-WAY. To grant and convey to any third party easements, rights-of-way, parcels or strips of land, in, on, over or under the Common Area for the purpose of constructing, erecting, operating, or maintaining thereon, therein and thereunder (1) roads, streets, walks, driveways, parkways, and park areas; (2) underground wires and conduits for their devices for the transmission of electricity for lighting, heating, power,

telephone, television and other purposes; (3) public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and (4) any similar public or quasi-public improvements or facilities.

Subject to the reservations in favor of an OWNER herein below, easements for public utility installations and maintenance are hereby reserved as shown on the Plat along the street in front of certain lots and along the side of certain lots and as designated in other places in accordance with the designations "Utility Easement" (UE) Public Drainage Easements (DE) or Common Areas as shown upon the recorded plat or plats of FOXMOR ESTATES. The right of any OWNER at any time hereafter to amend, extinguish or vacate the aforesaid utility easements and rights-of-way as to all or any portion of the above described property insofar as such utility easements and rights- of-way are not actually in use or needed for future use is specifically reserved.

D. EMPLOYMENT OF AGENTS. To employ the service of a manager or other employees or agents if deemed necessary and advisable by the ASSOCIATION to manage and carry out the affairs of the ASSOCIATION and to the extent not inconsistent with the laws of the ASSOCIATION to delegate to such manager any of its powers.

Section 5.06 THE FOXMOR ESTATES RULES

A. RULE MAKING POWER. The ASSOCIATION may from time to time, subject to the provisions of the FOXMOR ESTATES RESTRICTONS and if necessary for the purpose of clarifying the obligations of any OWNER thereunder, adopt, amend and repeal rules and regulations to be known as the "FOXMOR ESTATES RULES", provided, however, that such RULES may not discriminate between or among OWNERS.

B. RECORDATION OF RULES. A copy of said RULES as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each OWNER and may be recorded. Upon such recordation said RULES shall have the same force and effect as if they were set forth in and were a part of the FOXMOR ESTATES RESTRICTIONS.

Section 5.07 LIABILITY OF MEMBERS OF BOARD. No member of the BOARD shall be personally liable to any OWNER or to any other person, including DECLARANT, for any error or omission of the ASSOCIATION, its representatives and employees, or the ARCHITECTURAL COMMITTEE, provided that such member has upon the basis of such information as may possessed by him acted in good faith.

ARTICLE VI OPERATING FUND AND ASSESSMENTS

Section 6.01 OPERATING FUND. There shall be an Operating Fund into which the ASSOCIATION shall deposit all monies paid to it, including all monies paid as

A. Operating and maintenance assessments;

- B. Special assessments;
- C. Reimbursement assessments;
- D. Condemnation awards; and
- E. Any other income attributable to the ASSOCIATION;

and from which the ASSOCIATION shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 6.02 REGULAR AND ADDITIONAL ASSESSMENTS. The assessments levied by the ASSOCIATION shall be used exclusively to enhance the beneficial or aesthetic enjoyment of the OWNERS in the Properties and for the improvement and maintenance of the Common Area, the unpaved portion of right-of-way pursuant to the terms of Section 5.04D hereof, the Association Fence and street lighting to be maintained by the ASSOCIATION, and the homes situated upon the Properties to the extent authorized by the DECLARATION.

A. **REGULAR ASSESSMENTS.** At least thirty (30) days prior to commencement of each year the BOARD shall estimate the costs and expenses to be incurred by the ASSOCIATION during such year in performing its functions under the FOXMOR ESTATES RESTRICTIONS (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed to the OWNERS as an operating and maintenance assessment by dividing the total estimate by the total number of single family residential lots in FOXMOR ESTATES and assessing the resulting amount to the OWNER of each lot.

B. **ADDITIONAL ASSESSMENTS.** If at any time during any year the Operating Fund proves inadequate for any reason, including nonpayment of any OWNER'S share of operating and maintenance assessments, the BOARD may levy a further assessment in the amount of such actual or estimated inadequacy which amount shall be assessed to the OWNERS individually in the manner set forth in Paragraph 6.02A above.

C. **LIMITATION ON REGULAR AND ADDITIONAL ASSESSMENTS.** Until changed the maximum annual regular assessment shall be Two Hundred Fifty Dollars (\$250.00) per lot per year. The Board of Directors may fix the annual regular assessments as necessary to fulfill the purposes set forth herein.

D. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the Annual assessments authorized above, the ASSOCIATION may levy in any assessment year a special assessment, applicable for not more than two years without a vote to extend the special Assessment for the purpose of defraying in whole or part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or portion of unpaved right-of-way to be maintained by the ASSOCIATION pursuant to Section

5.04D, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of two-thirds (2/3) of the voters of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.03 REIMBURSEMENT ASSESSMENT. The BOARD shall levy an assessment against any OWNER as a result of whose failure to comply with the FOXMOR ESTATES RESTRICTIONS, the FOXMOR ESTATES RULES, or the ARCHITECTURAL COMMITTEE GUIDELINES, monies were expended by the ASSOCIATION from the Operating Fund in performing its functions under the FOXMOR ESTATES RESTRICTIONS. Such assessments shall be for the purpose of reimbursing the ASSOCIATION which shall be limited to the amount so expended and shall be due and payable to the ASSOCIATION when levied.

Section 6.04 ENFORCEMENT OF ASSESSMENTS. Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the OWNER or OWNERS against whom the same is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies herein or by law provided the ASSOCIATION may enforce each such obligation by either or both of the following procedures:

A. **ENFORCEMENT BY SUIT.** The ASSOCIATION may bring a suit at law to enforce each such assessment obligation. Any judgments rendered in any such action shall include a sum for reasonable Attorneys fee in such amount as the Court may adjudge against the defaulting OWNER. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. **ENFORCEMENT BY LIEN.** At any time within 90 days after the occurrence of any such default, the ASSOCIATION may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten days after delivery of such notice, the ASSOCIATION may elect to file a notice of lien against the lot of such delinquent OWNER. Such notice of lien shall state:

- (1) The name of the delinquent OWNER.
- (2) The legal description and street address of the lot against which claim of lien is made.
- (3) The amount claimed to be due and owing (with any proper off-set allowed.)
- (4) That the notice of lien is made by the ASSOCIATION pursuant to the terms of the FOXMOR ESTATES RESTRICTIONS, and
- (5) That a lien is claimed against the lot in an amount equal to the amount of lien in the office of the County Clerk of Cleveland County. The lien claimed therein shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a notice of lien or a lien, but any number of defaults may be included within a single notice of lien. Any such lien may be foreclosed by appropriate action in court or in the

manner provided by law as set forth in the laws of the State of Oklahoma as the same may be amended. In the event such foreclosure is by action in court, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event the foreclosure is in some other manner provided by law, the ASSOCIATION shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the same is conducted.

C. **ASSESSMENT CERTIFICATE.** A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged by one of them shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot (or the fact that all assessments due are paid if such is the case) within ten days after demand therefore and upon payment of a reasonable fee not to exceed ten dollars (\$10.00) with such maximum fee to be adjusted in the same manner as described in section 6.02C(1).

Section 6.05 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 6.02C, and 6.02D. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.02C and 6.02D shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.06 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots in Single Family areas.

Section 6.07 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Lot from DECLARANT to any purchaser and upon conveyance of the Common Area to the ASSOCIATION. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The BOARD shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the BOARD. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION setting forth whether the assessments on a specified lot have been paid.

Section 6.08 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the

same, or foreclose the lien against the property. No OWNER may waive or otherwise escape liability for the assessments provided for herein.

Section 6.09 SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from lien thereof, provided that if the Plaintiff at the foreclosure sale or its nominee shall acquire the title, then any assessment thereafter levied shall not attach until said purchaser has sold said property to a third party.

Section 6.10 EXEMPT PROPERTY. The following Properties subject to this DECLARATION shall be exempt from the assessment.

- A. Such portions of the Properties dedicated to and accepted by the local public authority.
- B. The Common Areas.

ARTICLE VII GENERAL PROVISIONS

Section 7.01 AMENDMENT AND DURATION. The covenants and restrictions of this DECLARATION shall run with and bind the land for a term of twenty (20) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This DECLARATION may be amended during the first twenty (20) years by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 7.02 ENFORCEMENT AND NONWAIVER.

A. **RIGHT OF ENFORCEMENT.** Should the owner and / or tenant of any lot or lots in FOXMOR ESTATES, violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, any lot owner in FOXMOR ESTATES, may institute legal proceedings to enjoin, abate or correct such violations and the owner of the lot permitting the violations of such restrictions or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court. It is further agreed that the amount of said attorney fees, court costs, and other expenses allowed and assessed by the court, until paid shall constitute a lien against the lot or lots in violation, and said

lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

B. VIOLATIONS AND NUISANCE. Every act or omission whereby a covenant, condition or restriction of the FOXMOR ESTATES RESTRICTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by DECLARANT, or its duly authorized agent, which may enforce by self-help any covenant, condition or restriction herein set forth.

C. VIOLATION OF LAW. Any violation of any state, municipal or local law ordinance or regulation pertaining to the ownership, occupation or use of any property with FOXMOR ESTATES is hereby declared to be a violation of FOXMOR ESTATES RESTRICTIONS and subject to any and all of the enforcement procedures herein set forth.

D. REMEDIES OF CUMULATIVE. Each remedy provided by FOXMOR ESTATES RESTRICTIONS is cumulative and not exclusive.

E. SEVERABILITY OR NON-WAIVER. The failure to enforce the provisions of any covenant, condition or restriction contained in the FOXMOR ESTATES RESTRICTIONS shall not constitute a waiver of any right to enforce any such provision or any other provision of said RESTRICTIONS.

Section 7.03 CONDEMNATION OF COMMON AREA. If at any time all or any portion of the Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain the entire award in condemnation shall be paid to the holder or holders of the fee title to such areas as their interest may appear. Any such award to the ASSOCIATION shall be deposited into the Operating Fund. No OWNER shall be entitled to any portion of such award, and no OWNER shall be entitled to participate as a party, or otherwise in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the ASSOCIATION or holder of the fee title which shall, in its name alone, represents the interest of all OWNERS to the extent such OWNERS have any interest.

Section 7.04 OBLIGATIONS OF OWNERS. No OWNER may avoid the burdens or obligations imposed on him by the FOXMOR ESTATES RESTRICTIONS through alleged non-enjoyment of the Common Area or by abandonment of his lot. Upon the conveyance, sale, assignment or other transfer of a lot to a new OWNER, the transferring OWNER shall not be liable for any assessments levied with respect to such lot after the date of such transfer, and no person, after the termination of his status as an OWNER and prior to his again becoming as OWNER shall incur any of the obligations or enjoy any of the benefits of any OWNER under the FOXMOR ESTATES RESTRICTIONS.

Section 7.05 DELIVERY OF NOTICES AND DOCUMENTS. Any notice or other document related to or required by the FOXMOR ESTATES RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered three (3) days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed

as follows: to the ASSOCIATION or ARCHITECTURAL COMMITTEE, 2350 S. Midwest Blvd. Ste. #6 Midwest City, OK 73110, provided, however, that such address may be changed by the ASSOCIATION by delivery of a notice of a change of address in writing to the Secretary of the ASSOCIATION and to the DECLARANT, and by the DECLARANT by delivery of a notice in writing to the ASSOCIATION.

Section 7.06 DESIGNATION OF SUCCESSOR DECLARANT. REGIONAL PROPERTIES, INC., DECLARANT herein, may at any time, designate any individual or entity as its successor in the development of FOXMOR ESTATES and for all purposes of this DECLARATION by filing such designation with the Secretary of the ASSOCIATION, and by recording such designation in the records of the Cleveland County Clerk. "DECLARANT" shall thereafter mean and refer to the successor so designated, whether or not such successor acquires more than one undeveloped lot for the purpose of development and annexation to FOXMOR ESTATES.

Section 7.07 CONSTRUCTION AND SEVERABILITY: SINGULAR AND PLURAL: TITLES.

A. RESTRICTIONS CONSTRUED TOGETHER. All the covenants, conditions and restrictions of the FOXMOR ESTATES RESTRICTIONS shall be liberally construed together to promote and effectuate the fundamental concepts of FOXMOR ESTATES, as set forth in the preamble of the DECLARATION.

B. RESTRICTIONS SEVERABLE. Notwithstanding the provisions of Paragraph 7.07A above, the covenants, conditions and restrictions of the FOXMOR ESTATES RESTRICTIONS shall be deemed independent and severable, and the invalidity of any provision or portion thereof shall not affect the validity or enforcement of other provision.

C. SINGULAR INCLUDES PLURAL. The singular shall include the plural and the plural the singular, unless the context requires the contrary; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter, as the context requires.

D. CAPTIONS. All captions or titles used in the FOXMOR ESTATES RESTRICTIONS are intended solely for convenience or reference and shall not affect that which is set forth in any or the terms or provisions of said RESTRICTIONS.

Section 7.07 SPECIAL AMENDMENT. Declarant (and its successors) hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and improvements thereon. In furtherance of the foregoing, a power coupled with an

EXHIBIT "A"

Legal Description

All of FOXMOR ESTATES, PHASE ONE, an addition to Oklahoma City, Cleveland County, State of Oklahoma, according to the recorded plat thereof.

EXHIBIT "B"
LAND CLASSIFICATIONS

The land within FOXMOR ESTATES is classified as set forth below. All lots referred to are part of FOXMOR ESTATES, a rural subdivision to the City of Oklahoma City, Oklahoma.

SINGLE FAMILY RESIDENTIAL AREAS:

Lots 1 thru 17 Block 1

Lots 1 thru 11 Block 2

Lots 1 thru 14 Block 3

COMMON AREAS:

Lot "A" stone and brick privacy fencing

Lot "B" stone and brick privacy fencing

Lot "C" security and monitoring systems structure

Lot "D" electronic security steel gating

Lot "E" all paved streets, curb, guttering and drainage in right of ways, including a utility easement for installation and maintenance of public and private utilities. Such utilities shall be installed on either side of the paved street in Lot "E".

Lot "F" existing drainage easement established by separate instrument

Lot "G" existing drainage easement established by separate instrument

EXHIBIT "C"
DECLARATION OF APPOINTMENT OF THE
ARCHITECTURAL COMMITTEE FOR FOXMOR ESTATES

The initial Architectural Committee members appointed by the DECLARANT, REGIONAL PROPERTIES, INC., pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions for FOXMOR ESTATES, a rural subdivision to the City of Oklahoma City, Oklahoma, are as follows:

H. T. Jordan, III, Member
Adam Barnard, Member
James T. Jordan, Member
Ryan Epley, Alternate Member

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this _____ day of _____, 2006.

REGIONAL PROPERTIES, INC.

H. T. Jordan, III, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this _____ day of _____, 2006, by H. T. Jordan, III, as President of Regional Properties, Inc., an Oklahoma corporation, on behalf of the corporation.

My Commission Expires

Notary Public

EXHIBIT “D”
FOXMOR ESTATES
ARCHITECTURAL COMMITTEE RULES

The Owner of the land upon which FOXMOR ESTATES, a rural subdivision to the City of Oklahoma City, filed of record in the Office of the Registrar of Deeds, County of Cleveland, State of Oklahoma, in Plat Book _____ at Page _____, is being developed, and future plats within the FOXMOR ESTATES DEVELOPMENT, has intended that the area become one of the finest residential communities in Oklahoma City. It is the purpose of the Declaration of Covenants, Conditions and Restrictions for FOXMOR ESTATES hereinafter “FOXMOR ESTATES RESTRICTIONS” and these Architectural Committee Rules to assure these goals are achieved, it not surpassed.

The developer of FOXMOR ESTATES has observed other new additions and provides mechanisms in the FOXMOR ESTATES RESTRICTIONS and these Rules for assuring that FOXMOR ESTATES will not be plagued by their problems. For example, the perpetual care of the Common Areas and the Entrance along S Hiwassee Road, including gates, sprinkler system, landscaping and brick entry, all installed by the developer, has been guaranteed by the establishment of FOXMOR ESTATES Homeowners Association, Inc.

These rules are intended to carry out the spirit and intent of the FOXMOR ESTATES RESTRICTIONS, to encourage creativity, to accommodate changing technology and the newest and best housing ideas, and to assure that FOXMOR ESTATES becomes and remains one of the finest communities in Oklahoma City.

I. NEW HOME CONSTRUCTION

A. PROCEDURE FOR ARCHITECTURAL COMMITTEE REVIEW

(1) **PLANS TO BE SUBMITTED.** Pursuant to Section 3.02 B of the FOXMOR ESTATES RESTRICTIONS, all improvements are subject to approval by the Architectural Committee in writing in advance of their construction. For purposes of a new home construction, the following plans must be submitted to the Committee before the commencement of construction:

- a. site plan which shall include all walks, porches, decks, driveway, and drainage flow upon the lot;
- b. floor plan which indicates the square footage of the residence;
- c. front and rear elevations which show any services yards, or walls which abut the residence and the materials to be used on all the exterior wall surfaces;
- d. fencing plans which show the locations of the proposed fence upon the site, the materials to be used, height specifications and any gates;

e. landscaping plans when required with the proposed use of chain link fencing pursuant to 3.02 B (7) hereof: and

f. plans for proposed structures or improvements of any type not otherwise indicated upon submitted plans, such as swimming pools, hot tubs and decks not attached to the residence, but specifically EXEMPTING from this submission requirement plans for any plant material landscaping improvement not referred to in paragraph A(1)e. above and plans for lawn sprinkling systems.

Submitted plans shall be accompanied by specifications or shall show sufficient constructions detail to enable the Committee to take action upon the proposed improvement. The Committee may request further drawings or clarification with regard to any proposed improvement.

(2) SUBMISSION PROCEDURE. Such plans may be submitted to the Architectural Committee by delivering same to FOXMOR ESTATES Architectural Committee 2350 S. Midwest Blvd. Ste. #6 Midwest City, OK 73110. Members of the Committee are listed on Exhibit "A" attached hereto. Submitted Plans will be stamped "received" on the date of submission and will be acted upon in their order of receipt. If the Builder, or Owner, or Occupant submits a set of plans which he requests that the Architectural Committee return to him, he shall provide a self-addressed and postage prepaid mailing tube or envelope, or pick up the plans upon learning that the Architectural Committee has acted upon the submitted plans.

Upon the submission of required plans, the Builder, Owner, or Occupant is responsible for assuring that the surveyor's lot pins are in place and visible as shown on the plat so that the Architectural Committee and/or any city inspectors may observe whether the proposed work is in compliance with the setback requirements. Any surveyor's lot pins which require replacement after conveyance of the property from Regional Property, Inc., will be the responsibility of the Builder or Owner, Occupant, at such Builder's, Owner's, or Occupant's cost.

(3) VARIANCE REQUESTS. Request for variances from these Guidelines or the FOXMOR ESTATES RESTRICTIONS may be submitted to the Architectural Committee at any time. Such requests shall be in writing and shall set forth the reasons for the requested variance and the requested length of such variance.

(4) ARCHITECTURAL COMMITTEE APPROVAL. Upon the submission of any plans or variance request submitted to it, the Architectural Committee shall promptly take action with regard to such plans or request. Written approval of any plans may be given by any two of the three Committee members. Any variance request must be approved unanimously by the Committee and be given in writing. In the event that the Committee is to disapprove any plans or request for variance, the Committee shall state the reason for such disapproval. Revised plans may be submitted to it to cure such disapproval, and in such case, approval will not be required and these rules will be deemed to have been fully complied with.

(5) STANDARDS FOR COMMITTEE APPROVAL. The Architectural Committee shall evaluate all plans and requests submitted to it in accordance with the FOXMOR ESTATES RESTRICTIONS, the standards set forth therein and these guidelines, and with the spirit, intent and purpose of those RESTRICTIONS and the collective interest of lot owners in mind. The

approval of the committee of any plans, drawings, or specifications for any work done or deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

B. GUIDELINES. It is intended that all dwellings and improvements to be constructed in Foxmor Estates shall comply with the Restrictions set forth in Section 3.02 of the FOXMOR ESTATES RESTRICTIONS.

C. SITE MAINTENANCE

Building materials may not be stored upon the lots until improvements are to be commenced, and then such materials must be placed within the property line of the lot to be improved with such materials.

The Builder or Owner-Occupant shall completely clean all trash and waste from the construction site and any areas where waste has been occasioned by land clearing. The Builder or Owner-Occupant shall cooperate with the developer in assuring that subcontractors do not damage improvements.

Upon the completion of construction, all lots must be properly maintained and kept free of trash, weeds and other unsightly material in accordance with the FOXMOR ESTATES RESTRICTIONS.

D. BUILDER'S SIGNS.

Signs installed by Home Builder's which are necessary or convenient to the sale of homes within FOXMOR ESTATES are permitted, subject to the following limitations:

(1) Not more than two of such signs having a combined maximum face area of sixteen (16) square feet shall be displayed upon any lot. The authorized use of "Parade of Homes" signs through the event shall be allowed, and shall not be considered for purposes of determining compliance with this section.

(2) Flag type banners will be permitted strictly on a temporary basis during "open house" promotions.

E. SALES ACTIVITIES.

Builders and the Developer are permitted to conduct sales activities or activities to facilitate and promote the sale of homes in FOXMOR ESTATES upon lots in FOXMOR ESTATES and for that purpose are permitted to use model homes as sales office. However, such model homes must be residences which satisfy the FOXMOR ESTATES Covenants and these guidelines in all respects and must be designed and intended ultimately for a single family occupancy. No trailer or temporary structure of any type which may have been approved by the ARCHITECTURAL COMMITTEE for use during the construction phase will be permitted to remain upon the property after the completion of construction for use as a sales office.

II. ALTERATIONS AND IMPROVEMENTS

A. PROCEDURES FOR ARCHITECTURAL COMMITTEE REVIEW.

(1) PLANS TO BE SUBMITTED. Pursuant to Section 3.02C, any improvements or other work which alters the appearance of any lot or the improvements thereon from the state existing upon original occupancy must be approved in advance, in writing by the ARCHITECTURAL COMMITTEE. The following plans must be submitted to the Committee in the manner described in 1A (1) hereof before the commencement of construction:

- a. fencing plans, as described in 1A (1) hereof:
- b. landscaping plans when required with the proposed use of chain link fencing pursuant to 1A (6) hereof:
- c. plans for any remodeling or construction work which alters the exterior appearance of the residence, including, but not limited to, plans for room additions, the addition of fireplaces, the enclosure of open porches, and plans for addition of patios or porches:
- d. plans for any swimming pool, hot tub or deck:
- e. plans for any miscellaneous structures, including but not limited to, storage buildings or pool houses: and
- f. plans for any satellite dish, pet house, statuary, art objects, or decoration which will be visible from neighboring property.

The plans referred to in Section c., d., e., and f. above shall consist of site plan showing the location of the improvement upon the lot, dimensions, materials specifications or other information requested by the Committee with regard to the particular improvement.

(2) PROCEDURE FOR PLAN SUBMISSION: VARIANCE REQUEST: COMMITTEE APPROVAL: STANDARDS FOR APPROVAL. The procedures and standards for submitting plans and obtaining ARCHITECTURAL COMMITTEE approval of improvements or alterations and obtaining variances with respect thereto shall be the same as those outlined in I.A (1), (2), (3), (4), and (5) hereof with respect to new home construction.

B. GUIDELINES.

The guidelines set forth in I.B. hereof shall be observed at all times with the regard to alterations and improvements.

C. SITE MAINTENANCE.

The provision of 1. C. hereof shall be observed in connection with any alteration or improvement.

In Witness Whereof, the undersigned, a majority of the members of the ARCHITECTURAL COMMITTEE have adopted these ARCHITECTURAL COMMITTEE RULES on this _____ day of _____, 20_____.

H. T. Jordan, III

Adam Barnard

James T. Jordan

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this _____ day of _____, 20_____, by H. T. Jordan, III, Adam Barnard, and James T. Jordan, on behalf of the Architectural Committee.

Notary Public

My Commission Expires: _____