

RESTRICTIONS & CONDITIONS

State of Oklahoma

§

KNOW ALL MEN BY THESE PRESENTS:

County of Pottawatomie

§

Be it known that ROLLING VISTAS, LTD., a Texas limited partnership, for the purpose of instituting Restrictions on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "Tract" or "Tracts" shown in the attached Exhibit A) does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited Restrictions and use limitations covering said Tracts. All these restrictive covenants, conditions, and use limitations (collectively the "Restrictions") shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the Tract(s) is hereafter conveyed or transferred.

The Restrictions are as follows:

1. Each residence(s)/house(s) ("residence(s)") shall contain not less than 1000 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages.
2. Only one residence is allowed per 5 acres. In addition, one guest residence constructed after the primary residence is finished shall also be allowed on each Tract (guest residences shall not be required to meet the minimum square footage required in paragraph two). Residences are to be built of materials and by practices considered reasonably standard and acceptable to the area. A storage shed, portable building, RV, camper, trailer, travel trailer, or tent may not be used as a residence (except as allowed for camping in Paragraph 6). Houses and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition.
3. No manufactured home (including mobile homes, manufactured homes, and modular homes) shall be allowed to be placed on any tract except as follows:
 - a. One complete manufactured home that is at least 20 feet in width on its shortest side may be placed on each tract. Said home shall have a minimum of 1000 square feet of heated floor area. Said manufactured home must be placed at least 90 feet from any property line fronting any public road and at least 75 feet from any side or rear property lines. No side or rear setback lines shall exist for property lines that do not join another Tract out of the Subject Property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). Said manufactured home must be in new condition when placed on the property. Variations from the requirements in this paragraph may be considered based on the style, age, and condition of the manufactured home. The term "house(s)" and "residence(s)" as used in these Restrictions & Conditions shall also apply to mobile homes, manufactured homes, and modular homes.

b. Any manufactured home placed on any Tract must have the trailer tongue/hitch removed and must be under-skirted with standard and customary materials. These items shall be performed within 30 (thirty) days of the date the manufactured home is placed on the property.

c. Any manufactured home shall count towards the residence allotment in paragraph 2 herein.

4. All houses, buildings, garages, barns, and other buildings constructed or placed on any part of any Tract, including hunting stands, hunting blinds, and feeders used for hunting, must be set back at least 90 feet from any property line fronting any public road and at least 75 feet from any side or rear property line. No side or rear setback lines shall exist for property lines that do not join another Tract out of the Subject Property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). For manufactured homes, the setback lines in paragraph 3 shall apply.

5. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the Tract, or (2) the commencement of foundation work for the structure or (3) the commencement of on-site work on the structure itself.

6. Camping on any Tract is limited to eight weeks per year. Any camping facilities shall be located at least 75 feet from any property line that joins another Tract out of the above Subject Property and at least 150 feet from any property line fronting any public road.

7. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered commercial use for the purposes of these restrictions except that no commercial feed lots, marijuana grows, commercial bird operations, or similar commercial enterprises shall be allowed. Equestrian operations shall not be considered commercial operation for the purposes of these Restrictions. No animal race track, rodeo-type event, or other competition for remuneration shall be allowed. In any activity, the other Restrictions must be complied with.

8. No hogs or pigs will be allowed on any Tract, except that one hog or pig per child residing on said Tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least 150 feet from any property line joining another Tract out of the Subject Property and at least 150 feet from any property line fronting any public road.

9. No part of any Tract shall be used or maintained as a dumping ground for rubbish, debris, or junk.

10. No junk yards, repair yards, or wrecking yards shall be located on any Tract. Two or more vehicles in disrepair placed on any Tract for more than two weeks shall constitute a junk yard unless said vehicles are kept in a garage.

11. Materials or equipment of any kind stored outside on any Tract shall be arranged in an orderly manner on the rear one-half of the Tract and no closer than 75 feet from any property line that joins another Tract out of the Subject Property.

12. No activity of any type shall be allowed that would disrupt the quiet enjoyment of the Tracts, create unreasonable noise or, visual, odor, or safety nuisance to the users of the surrounding Subject Property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.

13. The number and type of animals kept on the property shall be controlled to would disrupt the quiet enjoyment of the Tracts, not create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding Subject Property and so as not to endanger the condition of a substantial portion of the property by overgrazing.

14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the Tract. Only one outside dog per 3 acres shall be allowed to be kept on each Tract.

15. Sanitary control easements shall be maintained by each Tract owner around any water wells in compliance with OKLAHOMA DEPARTMENT ON ENVIRONMENTAL QUALITY (ODEQ) Standards or any other local, state, or federal law. Water wells shall be placed a minimum of 50' from any property line, or in accordance with ODEQ requirements, Pottawatomie County requirements, or any other local, state, or federal law, whichever is more stringent.

16. No Tract will be re-subdivided into a Tract of less than 5 acres without the joinder of a majority of Tract owners as provided for herein for altering these Restrictions (check with county for current requirements before re-subdividing).

17. Owners should check with Pottawatomie County and with the ODEQ, or any other local, state, or federal agency for any requirements before installing a private sewage system.

18. Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearm.

19. Before performing any construction, excavation, or soil disturbance Buyer should contact "OKIE 811."

20. No action will be taken that will cause or allow water to be backed up on any road, access easement, or another Tract out of the Subject Property.

21. These Restrictions are to run with the land until December 31, 2045, and extend automatically for additional periods of five (5) years each unless a majority of Tract owners as provided for herein for altering these Restrictions, through a duly recorded written instrument or instruments, amend, or cancel the same.

ROLLING VISTAS, Ltd., hereby retain the right to execute amendments to, including granting variances from, all Restrictions and other limitations imposed by this instrument on the Subject Property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any such variance or amendment must be evidenced in writing and must be signed by ROLLING VISTAS, Ltd.

Other tracts or acreage not originally referenced as "Subject Property" in this instrument may be added to this instrument as "Subject Property" by the recording of an instrument adding said tracts; said instrument shall be executed by ROLLING VISTAS, Ltd., or its general partner. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above Restrictions constitute covenants running with the land and inure to the benefit of the county in which the property is located, the undersigned (also referred to as "Declarant") and its successors and assigns, and to each and every owner of a Tract out of the Subject Property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these Restrictions in equity or in law. County officials acting in their official capacity, Tract owners, their heirs, successors, and assigns, and the Declarant and its successors and assigns are empowered to enforce the covenants, conditions, and restrictions contained in these restrictions. Enforcement of these Restrictions must be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation or obtain any other relief authorized by law. The violation of the Restrictions will never at any time work estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. If one or more of such Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

Any one or all of the herein numbered Restrictions may be altered, amended, or canceled by a vote of at least an eighty percent (80%) majority of the owners of the then-existing Tracts (as of the date said vote is taken) out of the Subject Property referenced herein (one vote per Tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Pottawatomie County Clerk in order to be of any force and effect.

If one or more of such provisions contained in the Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

Failure at any time to enforce these Restrictions, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter. The Declarant, its partners, employees, affiliates, successor, and assigns shall have no liability for the applicability, validity, or non-enforcement of any of the Restrictions, amendments, variances, and documents referenced in these Restrictions.

These Restrictions must be liberally construed to affect their purposes and intent.

A portion of the Subject Property may lie in a flood plain or other low-lying areas that are subject to flooding or water saturation. Future Grantees of each Tract out of the Subject Property (herein referred to as "Buyer") should use caution and conservative judgment when installing any improvements in or near the floodplain or low-lying areas. Buyer shall be solely responsible for determining any flood plain elevations that are pertinent to Buyer's plans and for deciding at what elevation and location Buyer desires to construct any improvements. This clause shall apply to Buyer and Buyer's successors, heirs, and assigns.