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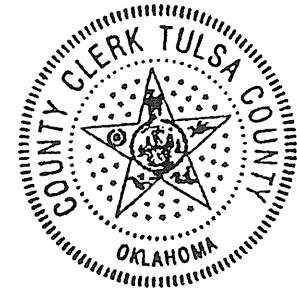
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DECLARATION OF
ASSOCIATION COVENANTS AND RESTRICTIONS
BRISTOL PONDS

THIS DECLARATION is made this 3rd day of January, 2006, by Breeze Petroleum, L.L.C., an Oklahoma limited liability company and (hereinafter referred to as the "Owner/Developer") and Signature Properties, L.L.C., an Oklahoma limited liability company ("Signature").

WHEREAS, the Owner/Developer is the owner of:

- Lots 2 through 4, Block 1;
 - Lots 1 through 15, Block 2;
 - Lots 1 through 10, Block 3;
 - Lots 1 through 6, Block 4;
 - Lots 1 through 13, Block 5;
 - Lots 1 through 9, Block 6;
 - Lots 1 through 7, Block 7; and
 - Reserves A through O;
- all in Bristol Ponds, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat (No. 5917) thereof; and



Signature is the owner of:

Lot 1, Block 1, Bristol Ponds, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat (No. 5917) thereof;

comprising all of the lots and reserve areas within the subdivision, the above described lots being hereinafter referred to individually as a "Lot" or collectively as the "Lots", and the subdivision within which the Lots are located being hereinafter referred to as "Bristol Ponds" or the "Subdivision", and the recorded plat being hereinafter referred to as the "Plat". The term "Lot" or "Lots" shall also refer to any residential lot in the subdivision hereafter created by lot split.

WHEREAS, Bristol Ponds was developed as a community of single family residential lots containing a private drive and other common areas; and

WHEREAS, the Deed of Dedication accompanying the recorded plat of Bristol Ponds provided for the subsequent formation of an association of the owners of the Lots within the Subdivision; and

WHEREAS, an association of the owners of the Lots within Bristol Ponds has been formed

and incorporated as "Bristol Ponds Homeowners' Association, Inc.," and a Declaration should be recorded setting forth the particulars of the association, including membership, maintenance of common area and assessment of Lots;

THEREFORE, the Owner/Developer and Signature hereby declare that the Lots shall be held, sold and conveyed subject to the following covenants and restrictions, which are for the purpose of protecting the value and desirability of the Lots and which shall be covenants running with the land, shall be binding on all persons having any right, title or interest in the properties comprising the Lots, their heirs, successors and assigns, and shall inure to the benefit of each owner of a Lot and their heirs, successors, and assigns.

ARTICLE I
DEFINITIONS

Section 1. Association. "Association" shall mean Bristol Ponds Homeowners' Association, Inc. its successors and assigns.

Section 2. Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. Common Area. "Common Area" shall mean all real property (including the improvements thereon) owned or maintained by the Association for the common use and enjoyment of the Owners, and shall include but shall not be limited to the following:

Reserves A through O depicted upon the plat of Bristol Ponds,

the private streets depicted upon the Plat of Bristol Ponds, guest parking, open space, landscaping, screening fences and walls, entry features including gates and subdivision identification signs.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Each Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to:

- (a) the right of the Association to charge reasonable fees for the use or enjoyment of any facility situated upon the Common Area;
- (b) the right of the Association to adopt reasonable rules and regulations for the use of the Common Area;

- (c) the right of the Association to suspend the Owner's right to use of the facilities for any period during which any assessment against the Owner's Lot remains unpaid;
- (d) the right of the Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Association's published rules and regulations;
- (e) the right of the Association to dedicate, sell, 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 determined by the Association, provided however, the dedication, sale or transfer of Common Area shall require the assent of 2/3 of the eligible votes of each class of the members.

Section 2. Delegation of Use and Enjoyment. The Owner of a Lot may delegate the Owner's right of use and enjoyment of the Common Area to the members of the Owner's family, tenants or contract purchasers who reside on the Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Owner of a Lot by acceptance of the deed thereto acknowledges that the management, maintenance, and ownership of the Common Area and the Owner/Developer's right and obligations pertaining thereto are the same as any other Lot owner unless hereinafter specifically modified.

Section 2. Voting Rights. The Association shall have two classes of voting membership as follows:

- (a) The Class A members shall be all Owners with the exception of the Owner/Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote shall be cast for the Lot.
- (b) The Class B member shall be the Owner/Developer, 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 number of votes in the Class A membership equals the total votes in the Class B membership or at any earlier time at the sole discretion of the Owner/Developer.

Section 3 Voting Suspension. The Association shall have the right to adopt, within the Bylaws, provisions for suspension of an Owner's voting rights for any period during which an

assessment against the Owner's Lot remains unpaid.

ARTICLE IV ASSESSMENTS

Section 1. Assessment, Covenant and Lien. The Owner/Developer and Signature, for each Lot owned, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association:

- (a) annual maintenance assessments
- (b) special assessments for capital improvements

the above assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Lots, for the improvement and maintenance of the Common Area and the facilities thereon situated, for mowing of the grassed portions of the Exterior Yards of the Lots (as defined in Article V, Section 3 below), for electric service to the street lamps within Bristol Ponds until such time as the City of Broken Arrow assumes the obligation to pay for such service, for the for acquisition and maintenance of appropriate policies of insurance for Association properties and/or Association officers and directors, and for the exercise of any other right, or performance of any other obligation, of the Association established by the Deed of Dedication accompanying the plat of Bristol Ponds, the Declaration of Building and Use Restrictions, or the Certificate of Incorporation or Bylaws of the Association.

Section 3. Maximum Annual Assessment. The maximum annual assessment per Lot shall be \$ 1,200.00 provided however that the maximum annual assessment per Lot for a Builder's Lot (as hereinafter defined) shall be \$ 600.00. The Board of Directors may increase each year, subsequent to 2006, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or ten percent (10%), whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of 2/3 of the eligible votes of each class of the members who are voting in person or by proxy

at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may include an amount to establish a reserve fund for maintenance and/or replacement of common area improvements, which may include but which shall not be limited to a) paving within Reserve A (including resurfacing), b) street lighting, c) perimeter fencing, d) landscaping, or e) entry gates, based upon a projection of scheduled maintenance items adopted by the Board of Directors. The term "Builder's Lot" shall mean a Lot acquired by a builder pursuant to a contract to purchase from the Owner/Developer for the purpose of construction of a dwelling thereupon and resale of the Lot and dwelling. For assessment purposes, a Lot shall lose its status as a Builder's Lot upon resale of the Lot and dwelling.

Section 4. Special Assessments for Capital Improvements. In addition to the annual maintenance assessments set forth within Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided however, any such assessment shall require the assent of 2/3 of the eligible votes of each class of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum. Written notice of any meeting for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 20 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 6. Commencement of Annual Assessments. The annual assessment for a Lot shall commence upon closing of the sale of the Lot by the Owner/Developer (provided however that a sale of Lots by the Owner/Developer in which the Owner/Developer's rights are assigned as set forth in Article VII, Section 2 below shall not trigger the commencement of assessments), and shall be adjusted based on the number of months remaining in the calendar year. Subsequent annual assessments shall be based on the calendar year commencing on January 1. During the period that Owner/Developer owns 15 or more Lots, Owner/Developer shall contribute to the Homeowners' Association the difference between the reasonable cost of the maintenance responsibilities of the Homeowners' Association hereunder and the assessments of other Lots. During such period, Owner/Developer shall in its sole discretion determine the amount of the reasonable cost of such maintenance responsibilities.

Section 7. Establishment of the Amount of Assessment. The Board of Directors of the Association shall fix the amount of the first annual assessments at least 10 days prior to the commencement date, and shall fix the amount of subsequent assessments against each Lot at least 30 days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly, quarterly, semi-annual or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

Section 8. Certificate of Assessment. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Nonpayment Remedies. An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceedings and the sale of such Lot pursuant to execution of judgment.

Section 10. Subordination of the Lien. 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; provided, 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 became due prior to such sale or transfer. No sale or transfer shall relieve the Lot from the lien for assessments thereafter becoming due.

Section 11. Exempt Property. Properties dedicated to and accepted by a local public authority or conveyed to a public utility shall be exempt from assessments.

ARTICLE V
COMMON AREA IMPROVEMENTS AND EASEMENT; EXTERIOR YARD EASEMENT

Section 1. Common Area Improvements. The Owner/Developer pursuant to the development of Bristol Ponds may make customary and reasonable improvements to the Common Area, including but without limitation the private drives, entry features, gates, fencing and/or walls, landscaping, screening, or irrigation systems. Notwithstanding the above, the Owner/Developer specifically disclaims any obligation to make particular or specified improvements. Each owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in the deed shall be deemed to accept such improvements to the Common Area as existing as of the date of acceptance of the deed.

Section 2. Common Area Easement. The Owner/Developer herein reserves during the period of construction and marketing of the development the right and easement to enter upon the Common Area and, at the Owner/Developer's cost, to construct, repair, and maintain improvements.

Section 3. Exterior Yard Easement. The Owner/Developer and Signature hereby establish a perpetual easement upon the Exterior Yard, reserved for subsequent assignment and conveyance to the Homeowner's Association, for purposes of mowing the grassed portion of the Exterior Yard. The Exterior Yard shall be mowed sufficiently often to maintain a neat and orderly appearance. The term "Exterior Yard" shall mean the portion of the Lot adjoining Reserve A (Private Street) not occupied by the dwelling or enclosed by fencing.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with any provision of the Deed of Dedication which accompanied the recorded plat of Bristol Ponds or amendment thereof, the provisions of this Declaration shall control.

Section 2. Assignability of Rights of the Owner/Developer. The rights of the Owner/Developer herein established shall inure to the Owner/Developer's successors or assigns if the Owner/Developer conveys to a third party more than one Lot, with the result that the Owner/Developer no longer owns a Lot, and the Owner/Developer expressly assigns such rights to the grantee in a recorded deed or other recorded document.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such

action.

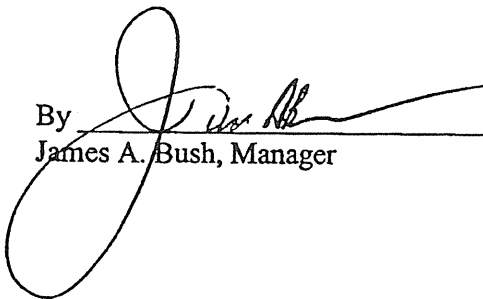
Section 4. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 5. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land and to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date this Declaration is recorded, unless terminated or amended as hereinafter provided. This Declaration may be amended or terminated at any time and from time to time, by a written instrument adopted by a vote of 2/3 of the eligible votes of each class of the members and signed by the owners of the Lots consenting to the vote. An instrument amending this Declaration shall be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

IN WITNESS WHEREOF, the Owner/Developer and Signature have executed this instrument to be effective the date first above written.

"OWNER/DEVELOPER"

Breeze Petroleum, L.L.C.
an Oklahoma limited liability company

By 
James A. Bush, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 3rd day of January, 2006, by James A. Bush as Manager of Breeze Petroleum, L.L.C., an Oklahoma limited liability company.



Mariann Byrne
Notary Public

My commission expires: 10-21-2006
My commission number is 02017804

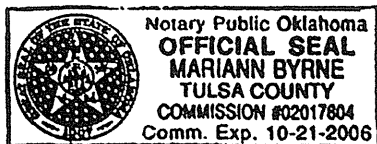
“Signature”

Signature Properties, L.L.C.
an Oklahoma limited liability company

By [Signature]
_____, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 3rd day of January, 2006, by Dean Nunnelay as Manager of Signature Properties, L.L.C., an Oklahoma limited liability company.



Mariann Byrne
Notary Public

My commission expires: 10-21-2006
My commission number is 02017804