

Stonebridge West Covenants & Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
STONEBRIDGE WEST, SECTION 2

This Declaration, made this 13th day of July, 1984, by Stonebridge Development co., an Oklahoma Corporation, hereinafter called "Declarant."

WITNESSETH:

Whereas, Declarant is the owner of the real property described on the attached and incorporated Exhibit "A", herein referred to as "The Properties", and Declarant desires to created thereon a residential community with Common Areas; and

Whereas, Declarant desires to provide for the preservation of the values and amenities in such community, and for required maintenance of the Common Areas; and, to this end, desires to subject The Properties to the covenants, restrictions, easements, charges and liens herein set forth, each and all of which are for the benefit of such property and each owner thereof; an

Whereas, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties, administering and enforcing the covenants and restrictions, and collection and disbursing the assessments and charges hereinafter created; and

Whereas, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, THE STONEBRIDGE WEST PROPETY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid; and

Whereas, Declarant has previously caused to be filed in Canadian County, Oklahoma, (i) a Declaration of Covenants and Restrictions of Stonebridge West Blocks one through five, recorded at pages 512 through 534 of Book 913, being attached hereto as Exhibit "B" and being hereby fully incorporated as a part hereof, (ii) an Amendment to Declaration of the Covenants and Restrictions of Stonebridge West Blocks One through Five, recorded at pages 669 and 670 of Book 946, being attached hereto as Exhibit "C" and being hereby fully incorporated as a part hereof, and (iii) an Amendment to Declaration of Covenants and Restrictions of Stonebridge West Blocks One through Five, recorded at Book 976, Pages 248 and 249, being attached hereto as Exhibit "D" and being hereby fully incorporated as a part hereof, with such Declaration and both of the forgoing Amendments being herein collectively called the "First Declaration"; and

Whereas, the First Declaration provides for future additions of real property to the realty originally covered by further provision for the filing of additional declarations, provided that such additional declarations are complementary to the concepts of the First Declaration; and, this Declaration of the Covenants and Restrictions of Stonebridge West,

Section 2, herein called the “Section 2 Declaration:, is complementary to the concepts of the First Declaration;

Now, therefore, Declarant declares that it is the owner of The Properties, which is to be subdivided, pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. SS851, et. Seq., “Stonebridge West Section 2”, an Addition to Oklahoma City, Canadian County, Oklahoma as shown on the recorded plat thereof filed concurrently with this Section 2 Declaration, and does hereby dedicate to public all of the streets shown as dedicated to the public on the recorded plat of Stonebridge West Section2, and does also reserve for the installation and maintenance of utilities the easements also shown on such recorded plat. All land so dedicated to the public use, and to the use of persons engaged in supplying utility services to the public, are free and clear of all liens and encumbrances, and title thereto is shown in the Bonded Abstracter’s Certificate on such recorded plat.

And Declarant further declares that The Properties is and shall be transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometime herein refereed to as the “Covenants and Restrictions”) with The Properties and shall be binding on all parties having or acquiring any right, title or interest therein or any part of such owner’s heirs, devisees, personal representatives, trustees, successors, and assigns, and such Covenants and Restrictions are hereby imposed unto the real property constituting The Properties and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

Except as provided for in Article II hereof, the Covenants and Restrictions applicable to The Properties are as set out and stated by the First Declaration, including but not limited to, provisions for the payment of assessments by Owners, and the imposition of liens on the Lots to secure payment of such assessments.

ARTICLE II

The following provisions shall amend, modify, supercede and control over conflicting language contained in the First Declaration. All section references are to the Declaration of Covenants and Restrictions of the Stonebridge West Blocks One through Five, recorded at Book 913, Page 512 et. seq. (Exhibit “B” hereof). Except as specifically set out below, the language of the First Declaration shall remain unaltered. In those instances where a portion of a section or paragraph is amended below, only those portions of such section or paragraph specifically mentioned shall be altered, and all other portions thereof shall remain as stated in the First Declaration.

- (a) Section 1.4 The section shall read as follows:

“Public Street” shall mean and street, cul-de-sac, lane, driveway, avenue, boulevard, court, circle, place, manor, terrace or other road intended for public automobile traffic, and dedicated to the public by means of any recorded subdivision plat of The Properties.

- (b) Section 1.6. The last sentence thereof shall read as follows:

“Side Building Limit Lines” shall be the lines defined in Section 7.2.5 hereof.

- (c) Section 1.21. The section shall read as follows:

“Declarant” shall mean Stonebridge Development Co., an Oklahoma corporation, with its principal place of business in Oklahoma City, Oklahoma.

- (d) Section 3.1. The section shall read as follows:

Membership in the Property Owners’ Association shall be restricted to those Owners or lots located on the real property described in Section 2.1 and to such other Owners of lots as may be added in Section 2.2; and, such are herein called “Members”. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner’s purchase of a Lot. The Declarant membership shall become effective upon the creation of the Association.

- (e) Section 3.2. The first sentence of the paragraph dealing with Class A Membership shall be amended to read as follows:

“Class A Members” shall be all members, other than the Declarant, who are Owners of Lots situated in the Properties described in Section 2.1 and, in the event of future additions, Sections 2.2.

- (f) Section 4.3.5. In line 12 thereof the word architectural should be changed to “architectural”; and the word contion shall read “condition”.

- (g) Section 5.3. The second sentence thereof shall read as follows:

From and after the 1st day of January 1986, the annual maintenance assessment may be increased by a vote of the members as hereinafter provided in Section 5.5.

(h) Section 5.5. The following phrase appearing at the end of Section 5.5 shall be deleted: “. . . and under Section 2.2.3 hereof.”

(i) Section 5.9.1 The section shall read as follows:

Fix the commencement date for annual maintenance assessments against all Lots then owned by the Declarant and against all Lots then owned by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and,

(j) Section 7.2.3. The last sentence of this section shall read as follows:

Roofs are to be of wooden shingles or of comparable composition shingles, which, for purposed herein, shall be defined as shingles with an actual minimum weight of 235 pounds per square.

(k) Section 7.2.4. The section shall read as follows:

Garages and Wind Generation Devices. Garages or carports must be at least two cars wide and must be attached to the residence. No wind generation devices for the production of electricity shall be permitted.

(l) All Sections. For the purposes of the Section 2 Declaration, the legal description of The Properties, being the real property covered by this Section 2 Declaration, shall be the legal description as set out in Exhibit “A” hereto, and not the legal description contained in the First Declaration, except to the extent that The Properties constitute a Future Addition as provided for by the First Declaration. For purposes of this Section 2 Declaration, and for purposes of interpretation of provisions of the First Declaration as applied hereto, the “Existing Property” shall mean “The Properties”.

ARTICLE III

Notwithstanding anything contained in this Section 2 Declaration to the contrary, Lots 15 and 16, Block 5 of Stonebridge West Section 2 shall not be subject to any provision of this Section 2 Declaration.

ARTICLE IV

This Section 2 Declaration is intended to, and does hereby constitute and effectuate a Future Addition of the sort contemplated by Section 2.2 of the First Declaration (as amended by Exhibit “C”); it being further intended that all Owners in Stonebridge West, Blocks one through five and Stonebridge West Section 2 shall be Members of the same Stonebridge West Property Owners Association, Inc., and, as Association Members, shall

have such rights, privileges and obligations as provided for by the terms of the First Declaration and the section 2 Declaration. It is further intended that all Common Area, whether such be located in Blocks one through five or Stonebridge West or in the Stonebridge West, Section 2, shall be for the benefit of the Association, all Members of the Association, and all Owners within Blocks one through five and Section 2, all as provided for and all as in accordance with the First Declaration and the Section 2 Declaration.

In Witness Whereof, this Declaration is executed by the Declarant this 13th day of July, 1984.

Stonebridge Development Co.,
an Oklahoma Corporation

L. Reece McGee

by: L. Reece McGee, President

Attest:

Michael J. Milligan

Michael J. Milligan, Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF)

Acknowledged before me this 13th day of July, 1984, by L. Reece McGee of behalf of Stonebridge Development Co., an Oklahoma corporation.

Nancy L Karns

Notary Public

My Commission Expires:

4-9-84

(Seal)

EXHIBIT "A"

A part of the South one-half (S ½) of Section fourteen (14), Township twelve (12), North Range Five (5) West, Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said S ½, thence S 89 degrees 51' 05" E along the South line of said S ½ a distance of 2,165.32 feet to the Point of Beginning;

Thence N 00 degrees 08' 55" E a distance of 50.00 feet to the Southwest corner of Lot 11, Block 5 of Stonebridge West Addition, thence continuing N 00 degrees 08' 55" E along the East line of said Lot 11, a distance of 500.00 feet;

Thence N 89 degrees 51' 05" W a distance of 600.00 feet;

Thence N 00 degrees 08' 55" E a distance of 619.77 feet;

Thence S 89 degrees 48' 46" W a distance of 622.70 feet;

Thence N 00 degrees 11' 14" W a distance of 550.00 feet;

Thence N 89 degrees 48' 46" E a distance of 582.10 feet;

Thence Northerly along a curve to the right having a chord of bearing of N 10 degrees 39' 56" W and a radius of 768.06 feet a distance of 265.07 feet;

Thence N 00 degrees 46' 43" W a distance of 207.24 feet;

Thence N 04 degrees 35' 34" W a distance of 150.33 feet;

Thence N 00 degrees 46' 43" W a distance of 74.86 feet;

Thence N 46 degrees 02' 46" W a distance of 35.19 feet to a point on the South right-of-way line of U.S. Highway No. 66;

Thence Northeasterly along said right-of-way line on a curve to the right having a chord bearing of N 89 degrees 13' 17" E and a radius of 5,629.58 feet a distance of 130.00 feet;

Thence S 44 degrees 29' 20" W a distance of 35.19 feet;

Thence S 00 degrees 45' 43" E a distance of 74.86 feet;

Thence S 03 degrees 02' 08" W a distance of 150.33 feet;

Thence S 00 degrees 46' 43" E a distance of 207.24 feet;

Thence Southeasterly along a curve to the left having a chord bearing of S 22 degrees 53' 56" E and a radius of 708.06 feet a distance of 546.73 feet;

Thence S 45 degrees 01' 10" E a distance of 284.37 feet;

Thence Easterly along a curve to the left having a chord bearing of S 67 degrees 26' 07" E and a radius of 567.06 feet a distance of 450.75 feet;

Thence S 89 degrees 51' 05" E a distance of 208.07 feet;

Thence N 44 degrees 57' 56" E a distance of 35.24 feet;

Thence N 00 degrees 13' 03" E a distance of 44.81 feet;

Thence Northeasterly along a curve to the right having a chord bearing of N 09 degrees 46' 01" E and a radius of 882.06 feet a distance of 307.41 feet;

Thence N 19 degrees 45' 04" E a distance of 210.58 feet;
Thence Northerly along a curve to the left having a chord bearing of N 09 degrees 46' 01" E and a radius of 822.06 feet a distance of 286.50 feet;

Thence N 00 degrees 13' 03" W a distance of 50.33 feet;

Thence S 89 degrees 35' 05" E a distance of 60.00 feet;

Thence S 00 degrees 13' 03" E a distance of 49.67 feet;

Thence southwesterly along a curve to the right having chord bearing of S 09 degrees 46' 01" W and a radius of 882.06 feet a distance of 307.41 feet;

Thence S 19 degrees 45' 04" W a distance of 210.58 feet;

Thence Southerly along a curve to the left having a chord bearing of S 09 degrees 46' 01" W and a radius of 822.06 feet and a distance of 266.50 feet;

Thence S 00 degrees 13' 03" E a distance of 1040.00 feet;

Thence S 04 degrees 01' 53" E a distance of 150.33 feet;

Thence S 00 degrees 12' 03" E a distance of 75.26 feet;

Thence S 45 degrees 02' 03" E a distance of 35.47 feet to a point on the North Right-of-way line on N.W. 36th Street;

Thence S 00 degrees 13' 03" E a distance of 50.00 feet to a point on the South line of said ½;

Thence N 89 degrees 51' 05" W along said south line a distance of 369.12 feet;

to the Point of Beginning and Containing 33.22 Acres.

EXHIBIT "B"

DECLARATION OF COVENANTS AND RESTRICTIONS OF
STONEBRIDGE WEST BLOCKS ONE THROUGH FIVE

This declaration made this 13th day of October, 1981, by Stonebridge Development Co., an Oklahoma corporation, hereinafter called "Declarant".

Whereas, Declarant is the owner of real property described in Article II of this Declaration and desires to create thereon a residential community with a common area and facilities for the benefit of the said community; and

Whereas, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of the common areas and facilities as set forth above; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each owner thereof; and

Whereas, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collection and disbursing the assessments and charges hereinafter created;

Whereas, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, THE STONEBRIDGE WEST PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

Now, therefore, Declarant declares that it is the owner of the real property described in Article II to be subdivided, pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. SS851, et. sec., into "Lots", "Streets" and "Common Areas" under the name "Stonebridge West Blocks One through Five" and herein called "Existing Property",

A part of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve 912) North, Range Five (5) West, Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Beginning at the Southwest Corner of said Southwest Quarter (SW4); thence N. 00 degrees, 11'14. 1" W. a distance of 1309.57 feet; thence N. 89 degrees 48'45. 9" E. a distance of 1422.70 feet; thence S. 45 degrees 01'09. 5" E. a distance of 211.51 feet; thence S. 00 degrees 08'55" W. a distance of 618.77 feet; thence S. 89 degrees 51'05" E. a distance of 600 feet; thence S. 00 degrees 08'055" W. a distance of

550.00 feet; thence N. 89 degrees 51'05" W. a distance of 2165.99 feet; to the point or place of beginning;

as shown on the recorded plat thereof filed concurrently with this Declaration, and does hereby dedicate to public use all the "Public Streets" (As defined below) within the Existing Property as shown on such recorded plat, and does also reserve for the installation and maintenance of utilities the easements also shown on such recorded plat. All lands so dedicated to the public use, and to the use of persons engaged in supplying utility services to the public, are free and clear of all liens and encumbrances, and title thereto is as shown in the Bonded Abstracter's Certification on such recorded plat. Declarant further declares that in addition to the easements shown on the aforesaid recorded plat, the "Common Area", as defined in Section 1.2 below, may be used for public drainage and detention of surface water runoff.

And Declarant further declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any party thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, and such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibits) shall have the following meanings:

- 1.1 “The Properties” shall mean the “Existing Property”, described in Section 2.1 below, together with all additions thereto, which are the subject of any Supplementary Declaration filed under the provisions of Article II hereof.
- 1.2 “Common Area” shall mean that area of land so designated on any recorded subdivision plat of The Properties.
- 1.3 “Lot” shall mean those tracts of land so designated upon any recorded subdivision map of The Properties.
- 1.4 “Public Street” shall mean any street, cul-del-sac, lane, driveway, avenue, boulevard, court, circle, place, manor, terrace or other road intended for public automobile traffic, and designated as “Public Street” on any recorded subdivision plat of The Properties.
- 1.5 “Corner Lot” shall mean any Lot which abuts, other than at its rear line, upon more than one Street.
- 1.6 “Front Building Limit Lines” shall mean the lines so designated on any recorded subdivision plat of The Properties; provided, however, that as to each Corner Lot, the Declarant shall designate in its deed of such Corner Lot which of the Building Limit Lines shown on the recorded subdivision plat is the Front Building Limit Line. “Side Building Limit Lines” shall be the lines defined in Section 7.2.4 hereof.
- 1.7 “Detached Structure” shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include but not be limited to, outbuildings, tool sheds, kennels, cabanas, pergolas, greenhouses and temporary structure.
- 1.8 “Person” shall mean an individual, corporation, partnership, association, trust of other legal entity, or any combination thereof.
- 1.9 “Owner” shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract

sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; not shall such term include any other who has an interest merely as security for the performance of an obligation.

1.10 “Association” shall mean and refer to the Stonebridge West Property Owners’ Association, Inc.

1.11 “Board” shall mean the Board of Directors of the Association.

1.12 “Articles” shall mean the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.13 “By-Laws” shall mean the By-laws of the Association, which are or shall be adopted by the Board; as such By-laws may from time to time be amended.

1.14 “Rules” shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.15 “Occupancy” of any Lot shall mean that point in time when the first member of the Owner’s family or anyone authorized by the Owner moves into the residential unit located thereon.

1.16 “Member”, “Class A Member” and “Class B Member” shall mean those persons so defined in Sections 3.1 and 3.2 below.

1.17 “Architectural Committee” shall mean either the Developer, the Board, or a designated architectural committee of the Board, at the times and for the purposes specified in Section 6.1 below.

1.18 “Visible From Neighboring Property” shall mean, as to any given object, that such object is visible to a person six feet tall, standing at any part of such neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

1.19 “General Plan” shall mean the General Plan of Development described in Article II below.

1.20 “Supplementary Declaration” shall mean a Supplementary Declaration of Covenants and Restrictions as specified in Section 2.2.1 below.

1.21 “Declarant” shall mean Stonebridge Development Co., an Oklahoma corporation, with its principal place of business in Yukon, Oklahoma.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 2.1 Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Oklahoma City, Canadian County, Oklahoma and is more particularly described as follows:

A part of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve 912) North, Range Five (5) West, Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Beginning at the Southwest Corner of said Southwest Quarter (SW4); thence N. 00 degrees, 11’14. 1” W. a distance of 1309.57 feet; thence N. 89 degrees 48’45. 9” E. a distance of 1422.70 feet; thence S. 45 degrees 01’09. 5” E. a distance of 211.51 feet; thence S. 00 degrees 08’55” W. a distance of 618.77 feet; thence S. 89 degrees 51’05” E. a distance of 600 feet; thence S. 00 degrees 08’055” W. a distance of 550.00 feet; thence N. 89 degrees 51’05” W. a distance of 2165.99 feet; to the point or place of beginning;

all of which real property shall hereinafter be referred to as “Existing Property”.

Section 2.2 Intent for Future Additions to Existing Property. The Declarant intends that additional lands may become subject to this Declaration in the following manner:

2.2.1 Although this Declaration includes only the real property described in Section 2.1 hereof, it is the intention of the Declarant and the Developer to cause additional Declarations to be files with respect to other property owned by the Declarant in the South Half (S/2) of Section Fourteen (14), Township Twelve (12) North, Range Five (5) West, Canadian County, Oklahoma, which additional Declarations will be complementary in concepts to this Declaration, and which future Declarations will provide for the addition of owners in such other areas as members of the Stonebridge West Property Owners’ Association, Inc., and of possible additional common areas to be owned by the Association. During its existence, the Association will include, as members, every owner within the South Half (S/2) of Section Fourteen (14) above described.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, Rules and Regulations, as from time to time established and/or amended. The Common Area(s), which will be owned by the Association, a portion of which are included in the attached plat, will ultimately and possibly include other lands within the South Half (S/2) of Section Fourteen (14) described herein which are not included in this plat.

ARTICLE III

Membership and Voting Rights in the Association

Section 3.1 Membership. Membership in the Property Owners' Association shall be restricted to those owners of homes located on the real property described in Section 2.1 and to such other owners of homes as may be added in Section 2.2 and shall be a member (herein called "Member") of the Association. Except for the Declarant, the membership of an owner shall become effective for all purposes upon the owner's occupancy of his home; provided, however, that any owner may, prior to occupancy, voluntarily commence payment of assessments hereunder and thereupon become a member as fully, as of such first payment, as if occupancy had occurred. The Declarant's membership shall become effective upon the creation of the Association.

Section 3.2 Voting Rights. The Association shall have two classes of Voting Membership.

Class A. "Class A Members" shall be all Members, other than the Declarant, who are owners of homes situated in the Properties described in Section 2.1 and, possible 2.2 above. Class A Members shall be entitles to one vote for each lot in which they hold an interest required for membership specified in Section 3.1. When more than one person holds such interest or interests in any Lot, all such person shall be Members, and the vote for 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. The "Class B Member" shall be the Declarant which shall be entitled to ten (10) votes for each Lot of which the Declarant is the Owner.

ARTICLE IV

Property Rights in the Common Area

Section 4.1 Members Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.2 Title to Common Area. The Declarant may retain the legal title to the Common Area or any part thereof until such time as, in the opinion of the Declarant, the

Association is able to maintain the same; but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that Declarant shall convey to the Association all of the Common Area within the existing property, free and clear of all liens and encumbrances, no later than such time as more than fifty percent (50%) of the lots, excluding the common area, are occupied as a home.

Section 4.3 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.3.1 The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage those portions of the Common Area to which the Association has acquired legal title, provided, however, that in the event of a default upon any such mortgage the lender's rights thereunder as to any of such Common Area shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continuing enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.
- 4.3.2 The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and,
- 4.3.3 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules; and
- 4.3.4 The right of the Association to charge the Members reasonable admission and other fees for the use of the Common Area; and
- 4.3.5 The right of the Declarant, so long as it holds legal title thereto, of the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Area, provided that the proposed design and location of such drainage and underground facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or

disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and

- 4.3.6 The right of the Association to dedicate or convey all or any part of the Common Area, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.3.5 above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments

- 5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.12.3, below, each Owner of any Lot by acceptance of a deed therefore, whether deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and the cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

- 5.1.2 Notwithstanding the foregoing, except as provided in Section 5.1.3, below, monies expended by the Declarant during any assessment period in maintaining and operating the Common Area to which the Declarant still holds legal title shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as credits in the succeeding period or periods.
- 5.1.3 As to any Owner other than the Declarant, liability for both annual maintenance and special assessments shall begin at that point in time when such Owner becomes a Member.

Section 5.2 Purpose of Assessments

- 5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement, maintenance, repair and operation of the Common Area and of properties services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Area and facilities and for the cost of labor, equipment, materials, management and supervision thereof.
- 5.2.2 Only the Declarant, or its agents, representatives, or contractors shall be authorized to maintain or improve those parts of the Common Area to which the Declarant still holds legal title.

Section 5.3 Basis of Annual Assessments. The annual maintenance assessment shall be One-Hundred Dollars (\$100.00) per lot. The annual maintenance assessment may be increased by the vote of the members and hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance cost and future needs of the Association, fix the actual maintenance assessments at a lesser amount, prospectively for any one-year period without having a vote of the members.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual maintenance and assessments authorized by Section 5.3 hereof, 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 costs of any construction or reconstruction, unexpected repair or

replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereof, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting and subject to the quorum provisions of Section 5.6, below, and provided further that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance for the same year.

Section 5.5 Change in Basis and Annual Assessments. The Association may change the annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospective for any one year period and at the end of such one year period for each succeeding period of one year, provided that such change shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting and subject to the quorum provisions on Section 5.6 below, provided further that the limitations of Section 5.3 hereof and of this Section 5.5 shall not apply to any change in the annual maintenance assessment of basis of the maintenance assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Section 2.2.3 hereof.

Section 5.6 Quorum for Any Action Authorized Under Section 5.4 and 5.5. The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows:

At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Section 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 Date of Commencement of Annual Maintenance Assessments: Due Dates. The annual maintenance assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement.

The annual maintenance assessment shall become due and payable on the day fixed for commencement and the maintenance assessments for each subsequent year shall become due and payable on the same date of each succeeding year.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5.9 Duties of the Board. With respect to assessments, the Board shall:

- 5.9.1 Fix the commencement date for annual maintenance assessments against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners, and send written notice hereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and
- 5.9.2 Cause the Association to prepare and maintain a roster of the Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and
- 5.9.3 Upon demand at any time, furnish to any Owner liable for an assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.10 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid on the date when due (being the date specified in Section 5.8 hereof), then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative, trustees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then current per annum prime rate of the First National Bank and Trust Company of Oklahoma City, Oklahoma plus two percent (2%) and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided as a reasonable attorney's fee to be fixed by the court, together with the costs of action.

Section 5.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage of mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein:

- 5.12.1 All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 5.12.2 All Common Areas as defined in Section 1.2 hereof;
- 5.12.3 All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

ARTICLE VI
Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure for the improvement shall be commenced, erected or maintained upon The Properties, including the Common Area, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board, or a committee composed of three (3) or more representatives approved by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 6.2 Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for therein.

Section 6.3 Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval such approval shall be deemed revoked and the Owner must again seek approval pursuant to all of the provisions of Section 6.1

ARTICLE VII
Land Classification, Permitted Uses and Restrictions

Section 7.1 Land Classification. All Lots set out in Section 2.1 are hereby classified as detached Single Family dwelling for the exclusive use and benefit of the Owner thereof. With the exception of the Declarant's office, no gainful occupation, profession, business, trade or other nonresidential activity shall be conducted on any lot set out in Section 2.1 or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing on any Lot from time to time by the Owner thereof subject to all the terms and provisions hereto, and to the Rules.

Section 7.2 Building Restrictions

- 7.2.1 Minimum Residence Size. No residence which contains less than 1,400 square feet, exclusive of basement, open porches, attached carport, attached garages, and detached structures shall be build on any Lot set out in Section 2.1.
- 7.2.2 Maximum Residential Height. No residence which contains more than two stories shall be built on any Lot exclusive of basements and garages.
- 7.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 66 2/3 percent brick, stone or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials of the residence to which it is appurtenant. To the extent that wood is used on the exterior of any residence, it must be of a durable variety. Roofs are to be of wooden shingles or of comparable composition shingles, which for purposes herein, shall be defined as shingles weighing a minimum of 250 pounds per square.
- 7.2.4 Garages. Garages or carports must be at least two cars wide and must be attached to the residence.
- 7.2.5 Building Limit Lines. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line, or nearer than five (5) feet to any interior lot line. No dwelling shall be erected nearer than twenty-five (25) feet to the rear lot line. The sum of side yards and the

distance between buildings shall be a minimum of ten (10) feet for dwellings.

- 7.2.6 Signs, Billboards, and Detached Structures. No signs or billboards will be permitted upon the Common Area or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

Detached Structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for green houses, does not correspond in style with the architecture to the residence to which it is appurtenant or (b) is more than one story in height.

- 7.2.7 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his Agents, contractors, or representatives will be the responsibility of such Owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the costs of the same to such Owner.

- 7.2.8 Moving Existing Buildings Onto a Lot Prohibited. No existing, erected house or detached structure may be moved onto any Lot from another location.

- 7.2.9 Construction Period. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless the Architectural Committee in writing approves a delay. If a delay of more than one hundred twenty (120) days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer an Owner and the Association) may, but shall not be

obligated to, complete such construction, at the Owner's sole cost and expense.

- 7.2.10 Variances. As to any Lot, the limitations and restrictions of 7.2.1 through 7.2.8, inclusive, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.
- 7.2.11 Utilities. The Owner of each Lot shall provide the require facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

ARTICLE VIII
General Restrictions

Section 8.1 Use of Lots. Each Lot, with the exception of the Common Area, shall be used exclusively for Single Family residential purposes. No business trade or other such activity shall be carried upon any residential lot.

Section 8.2 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purpose of this Section 8.2 a particular animal, fish, reptile, or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder.

Section 8.3 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

Section 8.4 Vacant Lots. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as provided elsewhere herein with respect to other assessments.

Section 8.5 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 8.7 Drilling. No drilling or puncturing of the surface for oil, gas, or other hydrocarbons, water or other minerals shall be permitted without the prior written consent of the Architectural Committee.

Section 8.8 Boats and Trailers; Temporary Residences. Boats, travel trailers, recreational vehicles, mobile homes, camping trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from

neighboring property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

Section 8.9 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and planting of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

Section 8.10 Repair of Buildings and Improvements. No building or improvement upon any lot shall be permitted to fall into disrepair but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.11 Garbage, Trash Containers and Collections. All garbage so disposable shall be disposed of in a kitchen appliance installed for that purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers of types, which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available for collection and then only for the shortest time reasonably necessary to effect such collection.

Section 8.12 Clothes Drying Facilities. No outside clothes drying or air-drying facility shall be visible from neighboring property.

Section 8.13 Antennae. Television or other antennae are permitted; provided no antennae of any kind may project more than ten (10) feet above the highest level of the roof of the residence.

ARTICLE IX
General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or Owner of any land subject to this Declaration and their respective legal representatives, trustees, successors, and assigns for a term of twenty –one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless according to Section 5. an instrument signed by the then Owners has been record agreeing to change said covenants and restrictions in whole or in part; the covenants and restrictions may be amended provided the Association gives notice to all members and owners as set forth in Section 9.2. Said amendments or changes will be given to said member and owner at least ninety (90) days in advance of a meeting called by the Board to take action to amend said covenants and restrictions. For amendments to be binding and valid they must be approved according to Section 5.6 by the then Owners of the Lots, which have been recorded. Once approved, the changes of appropriate amendments will be recorded with the County Clerk of Canadian County.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, provided that failure by the Association or owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the plaintiff(s) shall be entitles to recover reasonable attorney's fees.

Section 9.4 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.

Section 9.5 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them at

any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS THEREOF, THIS DECLARATION is executed by the Declarant this 6th day of October, 1981.

Stonebridge Development Co.,
an Oklahoma Corporation

by: L. Reece McGee, President
L. Reece McGee, President

ATTEST:

Michael J. Milligan, Secretary
Michael J. Milligan, Secretary

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Acknowledged before me this 6th day of October, 1981, by L. Reece McGee on behalf of STONEBRIDGE DEVELOPMENT Co., an Oklahoma Corporation.

Nancy L Hall
Notary Public

My Commission Expires:
4-9-84

EXHIBIT "C"

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF STONEBRIDGE WEST BLOCKS ONE THROUGH FIVE

This Amendment made this 26th day of March, 1982 by Stonebridge Development Co., an Oklahoma Corporation, hereinafter called "Declarant".

WITNESSETH

Whereas, Declarant has previously caused to be filed in book 913, page 512, of the County Clerk's office in Canadian County, certain covenants and restrictions covering a part of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve (12), North Range (5) West, Indian Meridian, Canadian County, Oklahoma more particularly described as follows:

Beginning at the Southwest Corner of said Southwest Quarter (SW4); thence N. 00 degrees, 11'14. 1" W. a distance of 1309.57 feet; thence N. 89 degrees 48'45. 9" E. a distance of 1422.70 feet; thence S. 45 degrees 01'09. 5" E. a distance of 211.51 feet; thence S. 00 degrees 08'55" W. a distance of 618.77 feet; thence S. 89 degrees 51'05" E. a distance of 600 feet; thence S. 00 degrees 08'055" W. a distance of 550.00 feet; thence N. 89 degrees 51'05" W. a distance of 2165.99 feet; to the point or place of beginning; and

Whereas, Declarant remains the sole owner of said real property and as such is the sole member of The Stonebridge West Property Owners' Association, Inc. a non-profit corporation incorporated to enforce these restrictions and

Whereas, Declarant desires to amend said covenants and restrictions to conform with its master development plan;

Now, therefore, Declarant hereby amends Article II, Section 2.2 to read as follows:

Section 2.2 Intent for Future Additions to Existing Property. The Declarant intends that additional lands may become subject to this Declaration in the following manner:

Section 2.2.1 Although this Declaration includes only the real property described in Section 2.1 hereof, it is additional Declarations to be filed with respect to other property owned by the Declarant in the Southwest Quarter (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4), all in Section Fourteen (14), Township Twelve (12) North, Range Five (5) West, Canadian County, Oklahoma which additional Declarations will be complementary in concepts to this Declaration and which future Declarations may provide for the addition of owners in such other areas as member of the

Stonebridge Wets Property Owners' Association, Inc., and of possible additional common areas to be owned by the Association. During its existence, the Association may include, as members, every owner within the Southwest Quarter, (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4) of Section Fourteen (14) above described.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, Rules and Regulations as from time to time established and/ or amended. The Common Area(s) which will be owned by the Association a portion of which are included in the attached plat will ultimately and possible include other lands within the Southwest Quarter, (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4) of Section Fourteen (14) described herein which are not included in this plat.

In Witness Whereof, this Amendment to the Declaration is executed by the Declarant this 26th day of March, 1982.

Stonebridge Development Co.,
an Oklahoma Corporation

by: L. Reece McGee, President
L. Reece McGee, President

ATTEST:

Michael J. Milligan, Secretary
Michael J. Milligan, Secretary

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Acknowledged before me this 26th day of March, 1982, by L. Reece McGee on behalf of STONEBRIDGE DEVELOPMENT Co., an Oklahoma Corporation.

Nancy L Hall
Notary Public

My Commission Expires:
4-9-84

EXHIBIT "D"
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF STONEBRIDGE WEST BLOCKS ONE THROUGH FIVE

This Amendment made this 19th day of August, 1982 by Stonebridge Development Co., an Oklahoma Corporation, hereinafter called "Declarant".

WITNESSETH

Whereas, Declarant has previously caused to be filed in book 913, page 512, of the County Clerk's office in Canadian County, certain covenants and restrictions covering a part of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve (12), North Range (5) West, Indian Meridian, Canadian County, Oklahoma more particularly described as follows:

Beginning at the Southwest Corner of said Southwest Quarter (SW4); thence N. 00 degrees, 11'14. 1" W. a distance of 1309.57 feet; thence N. 89 degrees 48'45. 9" E. a distance of 1422.70 feet; thence S. 45 degrees 01'09. 5" E. a distance of 211.51 feet; thence S. 00 degrees 08'55" W. a distance of 618.77 feet; thence S. 89 degrees 51'05" E. a distance of 600 feet; thence S. 00 degrees 08'055" W. a distance of 550.00 feet; thence N. 89 degrees 51'05" W. a distance of 2165.99 feet; to the point or place of beginning; and

Whereas, Declarant previously caused to be filed, in book 946, page 669 of the County Clerk's office in Canadian County, an amendment to those covenants and restrictions, dated March 26th, 1982, and

Whereas, Declarant desires to amend a different provision of said covenants and restrictions to conform with its master development plan;

Whereas, Declarant remains the sole owner of said real property and as such is the sole member of The Stonebridge West Property Owners' Association, Inc. a non-profit corporation incorporated to enforce these restrictions and

Now, therefore, Declarant hereby amends Article VII, Section 7.2.3 to read as follows:

7.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 66 2/3 percent brick, stone or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. To the extent that wood is used on the exterior of any residence, it must be of a durable variety. Roofs are to be of wooden shingles or of comparable composition shingles which, for purposes herein, shall be defined as shingles weighing a minimum of 240 pounds per square.

In Witness Whereof, this Amendment to the Declaration is executed by the Declarant this 19th day of August, 1982.

Stonebridge Development Co.,
an Oklahoma Corporation

by: L. Reece McGee, President
L. Reece McGee, President

ATTEST:

Michael J. Milligan, Secretary
Michael J. Milligan, Secretary

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Acknowledged before me this 19th day of August, 1982, by L. Reece McGee on behalf of STONEBRIDGE DEVELOPMENT Co., an Oklahoma Corporation.

Nancy L Hall
Notary Public

My Commission Expires:
4-9-84