

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
STONEBRIAR PHASE II,
AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

TABLE OF CONTENTS

<p>RECITALS:</p> <p>Property Subject to these Declarations Submission to Real Estate Development Act Dedication</p> <p>ARTICLE I - PROPERTY RIGHTS</p> <p>1.1 Definitions 1.2 Easements (A) Easements Deemed Appurtenant (B) Blanket Easements for Utilities (C) Owner's Nonexclusive Easement of Enjoyment; Limitations (D) Easement for Section line and Entryway Road Improvements; Fence along Boundary Lots 1.3 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration 1.4 Mortgaging a Lot; Priority; Mortgage Subject to Declaration 1.5 Compliance with Provisions of Declaration, Articles and Bylaws 1.6 Revocation or Amendment to Declaration</p> <p>ARTICLE II - HOMEOWNERS ASSOCIATION</p> <p>2.1 Mandatory Membership 2.2 Classes of Membership; Voting Rights 2.3 Ownership of Common Areas 2.4 Association's Maintenance and Responsibility 2.5 Interim Control of Association; Use of Dues 2.6 Assessments for Annual Dues and Special Assessments (A) Obligation to Pay Dues (B) Initial Dues and Due Date (C) Special Assessments for Capital Improvements; Assent; Notice (D) Unsold Lots (E) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment (F) Annual Dues and Assessments Collectible on Sale (G) Mortgaging a Lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title; Unpaid Assessments</p>	<p>(H) Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee</p> <p>2.7 Rules and Regulations; Fines; Enforcement (A) Adoption of Rules (B) Due Process (C) Notice</p> <p>2.8 Eminent Domain 2.9 Association Right to Use and Grant Easements 2.10 Prohibition of Employment or Other Pecuniary Gain 2.11 Committees 2.12 Registration of Mailing Address of Lot Owners; Notice to Association 2.13 Operation of Gate During Construction Period 2.14 Mandatory Mediation/Arbitration 2.15 Mandatory Membership in Main Association</p> <p>ARTICLE III - PROPERTY RESTRICTIONS</p> <p>3.1 Single family residences 3.2 Improvements and Alternations; Plans and specifications; Approval 3.3 Minimum Square Footage 3.4 Exterior requirements; Foundations 3.5 Storage and Other Detached Structures 3.6 Driveway; Sidewalks; Mailboxes 3.7 Roofs 3.8 Fences 3.9 Landscaping 3.10 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval 3.11 Construction; Limitations, Deviations from Plans and Specifications 3.12 Certificate of Compliance 3.13 Enforcement; Right to Correct Violations 3.14 Fence Between Phases II and III</p> <p>ARTICLE IV - PROHIBITED USES</p> <p>4.1 Offensive or Noxious use; Nuisance Activity 4.2 Mineral Drilling 4.3 Livestock 4.4 Refuse Storage; Growth; Lawns 4.5 Signs and Billboards; Declarant's Right</p>
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- 4.6 Vehicle Parking and Storage
- 4.7 View from Street or Lot
- 4.8 Tanks; Above Ground Swimming Pools
- 4.9 Radio or Television Devices
- 4.10 Wind Powered Generators
- 4.11 Temporary Structure
- 4.12 Household Pets; Care and Restraint; Limit on Number
- 4.13 Basketball Goals
- 4.14 No Garage Conversions

ARTICLE V - DECLARANT RESERVATIONS

- 5.1 Special Amendment
- 5.2 Declarant Business office; Models
- 5.3 Amendment as to Unsold Lots; Waiver

- 5.4 Signs by Declarant
- 5.5 Additional Property
- 5.6 Transfer of reserved rights

ARTICLE VI - MISCELLANEOUS

- 6.1 Severance
- 6.2 Failure to Enforce Not Waiver
- 6.3 Captions
- 6.4 Gender
- 6.5 Covenants to Run with Land
- 6.6 Declarant Easement
- 6.7 Enforcement at Law or in Equity; Notice to Mortgagee of Uncured Default
- 6.8 Attorneys Fees
- 6.9 City a Beneficiary

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, Stonebriar Development, LLC, an Oklahoma Limited Liability Company, hereafter referred to as the "Declarant", is the owner of certain land and improvements ("Subject Property") in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof; and

WHEREAS, the Subject Property has been platted into a subdivision known as Stonebriar Phase II, aka The Elms of Stonebriar, which plat was filed on August 2, 2006 and recorded at Plat Book 64, page 23, at the office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, Declarant desires to submit the land and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended)

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE I - DEDICATION

1.1 Definitions. Unless the context shall expressly provide otherwise:

"Association" or "Homeowners Association" means THE ELMS OF STONEBRIAR HOA, INC., an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this real estate development, the members of which shall be all of the owners of the Lots.

"Border Lots" shall mean those lots that lie along the boundary between Stonebriar Phase II and Stonebriar Phase III described as Lots Eight (8) through Seventeen (17), inclusive, Block Four (4), and Lot Twenty-three (23), Block One (1), all in Stonebriar Phase II Addition.

"Builder" means an individual or other entity that purchases an unimproved Lot for the purpose of constructing thereon a single-family residence for sale to an owner-occupant.

"Building" means one or more of the building improvements lying within the real estate described on Exhibit "A".

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plat of the Stonebriar Phase II Addition as a Common Area or designated by the Declarant or Association as a Common Area, and specifically includes those strips of land lying along the section line roads and the private streets and entrances.

"Declarant" shall mean and refer to Stonebriar Development, LLC, an Oklahoma Limited Liability Company, its respective successors and assigns.

"Lot" means a portion of the subject land designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat of the real estate described on Exhibit "A".

"Main Association" means STONEBRIAR HOA, Inc., a non-profit corporation, its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of the entire project described as the Stonebriar Additions, the members of which shall be all of the owners of the Lots in the various phases of Stonebriar.

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot.

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots for the purpose of occupying the same as a residence.

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.2 Easements.

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated easements and rights-of-way, as shown on the recorded plat, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical company, telephone company and/or any other company providing services to the Subject Property to erect and maintain the necessary poles and other necessary equipment on said easements.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein.

(D) Easement for Section line and Entryway Road Improvements; Fence along Boundary Lots. The Association or the Developer is specifically granted an easement, the right and the authority to construct a wall or other type of barrier, an entryway sign or other type of improvement along the lot lines of the section line roads and entryway road easements. Any wall so erected shall be the property of the Association, even if said wall resides on an Owner's property line. The Developer is also granted an easement, right and authority to construct a fence between the platted lots of Stonebriar Phase II and Stonebriar Phase III, all as further described in Section 3.14 hereinbelow.

1.3 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's guests, or the Owner's tenants; however, Lots shall not be rented by the Owners for any period less than thirty (30) days; and

further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

1.4 Mortgaging a Lot; Priority; Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom.

1.5 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

1.6 Revocation or Amendment to Declaration. The Declarant, so long as the Declarant owns one or more Lots, may amend this Declaration at any time. Except as aforesaid this Declaration shall not be revoked unless all of the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, this Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Lots agree to such amendment by instrument(s) duly recorded. However, these Declarations may not be amended to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

ARTICLE II - HOMEOWNERS ASSOCIATION

2.1 Mandatory Membership. An Owner of a Lot, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member of both for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Certificate of Incorporation and Bylaws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed upon compensation.

2.2 Classes of Membership; Voting Rights. The Association shall have two (2) classes of voting membership as follows:

(A) Voting Classes

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. 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. Class B Member(s) shall be the Declarant, its successors and assigns. The Class B member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which first occurs:

(1) At the completion of the calendar year when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(2) On January 1, 2020;

(3) Earlier at the discretion of the Declarant.

For the purposes of calculating the number of votes the Class B member is entitled to Lots shall be deemed to include all Lots platted and to be platted as a part of the common development for Stonebriar.

2.3 Ownership of Common Areas. All Common Areas including the private streets shall be owned in fee simple by the Association. Title to said common areas shall be conveyed by Declarant to the Association at the time Class B Membership ceases as described in 2.2 above.

2.4 Association's Maintenance and Responsibility. The Association shall be responsible for

(i) the maintenance, operation and repair of the private streets, all Common Areas shown on any plat where the Lot Owners are made mandatory members of the Association, together with any improvements constructed by Declarant on the Subject Property to be used by the Lot Owners;

(ii) any walls, entrances, or other structures constructed along section line roads or entry way streets;

(iii) mowing, fertilization and spraying of the privately owned yards and front yard landscaping including flower beds, the detail of which shall be further described in the Bylaws of the Association;

(iv) and any other areas shown on the plat as common right-of-way such as entrances and center medians.

2.5 Interim Control of Association; Use of Dues. Until such a time as eighty (80%) percent of the Lots are occupied by Owners, or the Declarant elects to turn over control of the Association to the then existing Lot Owners, whichever comes first, the Association shall be managed by the Declarant or one or more persons, who do not have to be Lot Owners, under contract with the Association. Once eighty (80%) percent of the Lots have been occupied control of the Association shall pass to a duly elected Board of Directors pursuant to the applicable provisions of the Certificate of Incorporation and Bylaws.

During the period of Declarant's management of the Association dues shall be collected as hereinafter provided and shall be used by the Declarant for the maintenance of the yards and front yard flower beds, the common areas and administrative expenses, but not for any improvements to the Common Areas which may be constructed by the Declarant.

2.6 Assessment for Annual Dues and Special Assessments.

(A) Obligation to Pay Dues. Except as stated in this Section 2.6, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Association to meet the expenses of the Association.

(B) Initial Dues and Due Dates. The Annual Dues are hereby initially set as \$ -900.00- per year, which sum may be adjusted up or down by the Declarant as provided in the Bylaws so long as Declarant manages the Association. The dues shall be collected quarterly on a calendar year basis. Dues shall commence on the date ("Closing Date") an Owner purchases the Lot intending to occupy and/or rent said Lot as a residence. Dues shall be paid in advance on the date or dates specified in the Bylaws or as set by the Board of Directors. Dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Dues may be adjusted up or down by the membership or the Board of Directors as provided in the Bylaws.

(C) Special Assessments for Capital Improvements; Assent; Notice. In addition to the dues hereof, the Board of Directors may levy a special assessment ("Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of 2/3rds of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting. No special assessment may be levied upon the Declarant.

(D) Unoccupied Lots. Owners, whether Declarant, Builder or individual Owner, shall not be responsible for payment of annual dues or assessments for any unimproved Lots, nor may any assessment be imposed upon the first sale or transfer to a Lot from the Declarant or a Builder to an Owner. Dues do not commence until the Lot and improvements thereon become occupied as a residence except and unless Dues shall commence on the day the Association starts maintenance services on the yard and flower beds. No Owner of an unoccupied Lot that is

not paying Dues to the Association or the Main Association may use the facilities and other amenities constructed in the neighborhood.

(E) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment All unpaid assessments and annual dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot, such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the annual dues or special assessment shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmens lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

(F) Annual Dues and Assessments Collectible on Sale. Upon the sale or conveyance of a Lot, all unpaid annual dues or assessments, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

Assessments, liens and charges for taxes past due and unpaid on the Lot;
Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment;

Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and

In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the management agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

(G) Mortgaging a Lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

(H) Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of annual dues and assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from this liability by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of dues or an assessment, such Owner shall be obligated to pay interest at the rate of eighteen percent (18%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the dues or assessment from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

2.7 Rules and Regulations; Fines; Enforcement. The Board of Directors is empowered to adopt Rules and Regulations together with the authority to impose fines, all of which shall be binding on all Owners as if fully set forth herein.

(A) Adoption of Rules. Written notice of any proposed adoption, modification or change of a Rule or a fine shall be given to the members. Said written notice shall provide at least five days notice of the meeting wherein the Board proposes to adopt the Rule or fine and afford any Owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the Rule or fine as published or make modifications prior to final decision.

(B) Due Process. In order to afford due process to each Owner before any punitive action may be finally imposed by the Board of Directors, each Owner shall have the right of a hearing before the Board of Directors, en banc for the purpose of avoiding or mitigating any penalty, fine or punitive action. The Owner shall be afforded not less than 10 days written notice of the hearing. At the hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

(C) Notice. New Owners shall be afforded copies of the Rules upon notice to the Association of the change of title.

2.8 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

2.9 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

2.10 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner or any business in which a Lot Owner has an interest may receive a credit or compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

2.11 Committees. The Association shall establish an Architectural Committee and such other Committees as provided in the Certificate of Incorporation and Bylaws. The Architectural Committee shall exercise all of the rights and powers reserved herein to the Declarant once those rights have been transferred pursuant to the provisions of paragraph 5.6. If, for any reason, the Architectural Committee is not established or operating those rights and responsibilities shall be exercised by the Board of Directors.

2.12 Registration of Mailing Address of Lot Owners; Association Address. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Secretary or managing agent of the Board of Directors of the Association at 1322 Fretz Drive, Edmond, OK 73003, or served upon the service agent of the Association.

2.13 Operation of Gate during Construction Period. The Subject Property is a privately gated community, however, the gate will not be made operable until the earlier of (i) the Association has been turned over to a homeowner elected Board of Directors or (ii) earlier at the option of the Declarant if circumstances allow. Normally activation of the gate will occur within sixty (60) days after the election of the first homeowner controlled Board of Directors. However, in no event shall the Association close the gates during normal business hours which shall be defined for these purposes as daylight to dusk, including weekends, so long as the Declarant or any Builder has homes for sale in the Addition.

2.14 Mandatory Mediation/Arbitration. Any Owner, by acceptance of a deed to a Lot in the Subject Property, does hereby agree to mandatory Mediation and Arbitration of any dispute between that Owner and the Association or any other Owner the subject of which is the violation or non-compliance with the terms of these Covenants or Bylaws of the Association. The terms and procedures to be followed are set forth in the Bylaws of the Association and may be modified and expanded as provided therein.

2.15 Mandatory Membership in Main Association. The Owners herein are also mandatory members in the Main Association and must pay the dues and abide by the Rules and Regulations contained in the Declaration of Covenants, Conditions and Restrictions filed on November 29, 2005 at Book 9935, page 581, records of the County Clerks Office of Oklahoma County ("Phase I Declarations") and the Articles of Incorporation and Bylaws for the Stonebriar HOA, Inc., an Oklahoma non-profit. All provisions of the Phase I Declarations regarding membership in the Main Association are incorporated herein by this reference. However, those provisions regarding the construction, use and modification of the Improvements on the Lots in Phase I shall not apply. Only the provisions in these Declarations apply to construction, use and modification of the improvements shall apply to the Subject Property.

ARTICLE III - PROPERTY RESTRICTIONS

3.1 Single Family Residences. All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose. No residence may be occupied by more than two unrelated persons.

3.2 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant, no building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing (by the Declarant as more fully described below) as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. Declarant may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing. After the initial construction this right of approval of changes or modifications to the construction described herein shall automatically pass to the Association.

3.3 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than One Thousand Eight Hundred (1,800) square feet of living area. The first floor of any two story residence must contain a minimum of One Thousand (1,000) square feet of living area.

3.4 Exterior Requirements; Foundations. The exterior of any residence shall be at least eighty percent (80%) brick, stone or stucco, and twenty percent (20%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of eighty percent (80%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to

encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. In no event shall out buildings be of a material other than the residence. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material. An exception is allowed for chimneys that are direct vent metal insert chimneys which must be bricked up to the vent. Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.

3.5 Storage and Other Detached Structures. Detached storage buildings are permitted so long as the structure conforms to the exterior requirements contained in Section 3.4 above and the roofing requirements contained in Section 3.7 below. It being the intent of this provision that the storage building conform exactly to the original home. Any storage building that does not conform to these requirements must be completely hidden from the street and any adjoining property owners.

3.6 Driveways; Sidewalks; Mailboxes. All Lots shall have a four foot concrete sidewalk across the front of the Lot (and the side of the Lot on any corner Lot), which sidewalk shall lie within six feet of the curb and adjoin to any existing sidewalk on adjacent Lots. All driveways must be of concrete construction. Mail boxes shall be of brick or stone construction.

3.7 Roofs. Roofs shall be forty (40) year architectural composition roofing, weathered wood in color and of Elk Capstone type and design or comparable product, with a minimum pitch of 8/12. No three tab shingles allowed. Any deviation from this standard must be approved in writing by the Declarant or if the Declarant no longer owns any lots by the Architectural Committee.

3.8 Fences. All fences shall be either cedar with steel posts, wrought iron or black coated metal construction. Fences may not exceed 72 inches in height. All fences must be maintained in good condition with no visible holes or loose or missing pickets in the cedar fences or rust in the metal fences. Cedar fences must be the dog-eared style of top, no pointed end pickets are allowed.

3.9 Landscaping. All Builders and Owners shall spend a minimum of One Thousand (\$1,000.00) Dollars for landscaping and all landscaping must be completed prior to occupancy. Each Lot shall contain at least one tree measuring three inches at its base and of normal height.

3.10 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Declarant of any plans and specifications submitted pursuant to these provisions, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of Declarant, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Declarant fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required, and this paragraph shall be deemed to have been fully complied with.

3.11 Construction; Limitations, Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Declarant shall be commenced within six (6) months following the date upon which the same are approved by the Declarant (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Declarant shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Declarant shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by the Declarant without the prior consent in writing of the Declarant. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant to disapprove such plans and specifications, or any Areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

3.12 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Declarant, the Declarant shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Declarant and constructed or installed in full compliance with the provisions

of this Article.

3.13 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Declarant required herein. Upon written notice from the Declarant, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then Declarant shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Declarant shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

3.14 Fence Between Stonebriar Phases II and III. Developer owns the property along the backside of the Border Lots which Developer intends to plat as Stonebriar Phase III, aka The Enclave at Stonebriar. Developer shall erect a six (6) foot cedar fence with metal posts boundary fence along the backside of the Border Lots at its own expense. The Owners of the Border Lots are not allowed to construct a fence where Developer has erected a fence. This fence, although constructed by Declarant, will become the property of the individual Owner of said Lot and must be maintained by said Owner in a manner consistent with the original construction.

ARTICLE IV - PROHIBITED USES

4.1 Offensive or Noxious Use; Nuisance Activity. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.

4.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

4.3 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Project.

4.4 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed.

4.5 Signs and Billboards; Declarant's Right. No signs or billboards, except "for sale" or "for rent" signs, shall be permitted on any Lot without the prior written consent of the Declarant; provided, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

4.6 Vehicle Parking and Storage. No boats, trailers, trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands. No overnight parking of any vehicle on the street or Lot, other than a concrete driveway, is permitted.

4.7 View From Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Project. Garbage cans may be visible on the day of pick-up only and shall be hidden from sight at all other times.

4.8 Tanks; Above Ground Swimming Pools. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. No above ground swimming pools are allowed.

4.9 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height from the top of the roof and/or 24 inches in diameter. Only one such device is permitted per Lot and no antenna or other device may be located in the front of any structure.

4.10 Wind Powered Generators. No wind powered generators shall be allowed on the subject lands.

4.11 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Declarant.

4.12 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than two (2) household pets may be kept without written permission of the Association. No pets may be permitted to run loose within the Project.

4.13 Basketball goals. Basketball goals are permitted but may not be attached to any structure and may not be left in a location that will interfere with traffic. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed.

4.14 No Garage Conversions. The garage of a residence may not be converted for any other use or purpose except parking of the Owners vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose.

ARTICLE V - DECLARANT'S RESERVATIONS

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary Declarant hereby reserves the rights contained in this Article.

5.1 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

5.2 Declarant Business Office; Models. Declarant and any Builder active in the Addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

5.3 Amendment as to Unsold Lots; Waiver. Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, to remove or amend the restrictions set forth herein on any Lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Oklahoma City. The Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

5.4 Signs by Declarant. Notwithstanding anything herein to the contrary Declarant, and any Builder active in the Addition, reserves the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

5.5 Additional Property. Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Homeowner's Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by Declaration of Covenants, Conditions and Restrictions filed for that subdivision, and not these Declarations. Any Common Areas designated on the plats of said adjacent properties shall be deeded to the Homeowner's Association and accepted by them as if fully described herein.

5.6 Transfer of reserved rights. After Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of those rights granted or reserved to the Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition.

ARTICLE VI - MISCELLANEOUS

6.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

6.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provisions hereof.

6.4 Gender. Whenever the context so requires, the use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa.

6.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

6.6 Declarant Easement. Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

6.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys fees and costs of such suit.

6.9 Oklahoma City a Beneficiary. In order that the public interest may be protected, the City of Oklahoma City shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. Oklahoma City may enforce compliance therewith.

IN WITNESS WHEREOF, the undersigned, being the owner of all the lots and blocks in the Stonebriar Addition have executed these presents the 8th day of AUGUST, 2006.

Signed by John Coleman, Manager of STONEBRIAR DEVELOPMENT, LLC, an Oklahoma Limited Liability Company, Declarant

**EXHIBIT "A" - LEGAL DESCRIPTION
STONEBRIAR PHASE II**

All of the Lots in STONEBRIAR II Addition as described on the Plat of STONEBRIAR Phase II recorded on August 2, 2006 at Book 64, page 23, records of the Oklahoma County Clerks office, which plat contains the following metes and bounds legal description, to-wit:

(metes and bounds legal description purposely omitted)

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
STONEBRIAR PHASE II, AN ADDITION
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Stonebriar Development, LLC, an Oklahoma Limited Liability Company, was the Original Declarant of the property described hereinbelow, to-wit:

All of the Lots and Blocks in the Stonebriar Phase II Addition ("The Elms of Stonebriar"), to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof filed on August 2, 2006 at plat Book 64, page 23, records of the County Clerks office for Oklahoma County, Oklahoma; and

(All of the above lots and blocks being hereafter referred to as the "Subject Property")

WHEREAS, the Original Declarant submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended) by filing the Declarations of Covenants, Conditions and Restrictions on August 8, 2006, at Book 10203, page 1714, records of the County Clerks office for Oklahoma County, Oklahoma (the "Original Declarations"); and

WHEREAS, certain lots in Stonebriar Phase II have been conveyed to Rice Custom Homes, LLC, an Oklahoma Limited Liability Company ("Owner"), who joins herein to show its consent and agreement with this amendment.

NOW, THEREFORE, the Original Declarant and Owner do hereby amend and modify Original Declarations as follows: to-wit:

Article III, Section 3.8 Fences is hereby amended to read as follows, to-wit:

3.8 Fences. All fences shall be either cedar with steel posts, wrought iron or black coated metal construction. Fences may not exceed 72 inches in height. All fences must be maintained in good condition with no visible holes or loose or missing pickets in the cedar fences or rust in the metal fences. Cedar fences must be the dog-eared style of top, no pointed end pickets are allowed.

The rear lot line fences on Lots Ten (10) through Twenty-three (23), inclusive, Block One (1), Stonebriar Phase II Addition may not exceed 48 inches in height and must be either wrought iron or split rail fences. Wood fences are allowed only if there is a minimum of a two (2") inch gap between the pickets. The side lot line fences on these Lots may be constructed as described hereinabove, however, fences extending to the rear lot line must gradually decrease in height to the maximum height allowed of 48 inches for the rear lot line fence. The gradual reduction in height must commence eight feet from the rear lot line.

[additional language shown as underlined]

IN WITNESS WHEREOF, the undersigned, being the Original Declarant of the Subject Property and Owner of certain lots have executed these presents the day and year on the respective notaries.

Signed by John Coleman, Manager of STONEBRIAR DEVELOPMENT, LLC, and Perry K. Rice, Manager of Rice Custom Homes, LLC, Declarant and Owner.