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Filed on May 8, 2008 at Book 10803, Page 894

**Declaration of Covenants, Conditions and Restrictions
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)
OF STONE MANOR SECTION 1
A part of the Northeast 1/4 of Section 7, T13N, R4W, LM
Oklahoma City, Oklahoma County, Oklahoma**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STONE MANOR DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," is the owner of the land platted as Stone Manor SECTION 1 and recorded in Plat Book 66, at Page 86 (the "Plat") in the office of the County Clerk of Oklahoma County, State of Oklahoma; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, 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, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described 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 person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "ASSOCIATION" means the STONE MANOR NEIGHBORHOOD HOMEOWNERS ASSOCIATION, an Oklahoma non-profit corporation, its successors and assigns, the By-Laws of which shall govern the administration of the ASSOCIATION, the Members of which shall be all of the owners of Lots in the PROPERTY and any subsequent property annexed to this Declaration pursuant to Section 18.11, at the sole discretion of Declarant, per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of STONE MANOR NEIGHBORHOOD HOMEOWNERS ASSOCIATION.

1.2 "Stone Manor" means the real property previously owned, now owned, or acquired in the future, by Declarant in Section 7, T13N, R4W, I.M., Oklahoma City, Oklahoma County; Oklahoma, which Declarant elects to be included in the development. The development includes STONE MANOR SECTION 1 plus other areas which are separate from STONE MANOR SECTION 1 (Some areas may have different types of housing and different lot sizes).

1.3 "STONE MANOR SECTION I" means the real property platted as STONE MANOR SECTION I and more particularly described in Exhibit "A".

1.4 "Board of Directors" or "Board" means the body responsible for administration of the ASSOCIATION.

1.5 "By-Laws" means the By-Laws of the ASSOCIATION.

1.6 "Building" means one or more of the building improvements lying within the Property.

1.7 "Common Area" means all real and personal property which the ASSOCIATION now or hereafter owns, leases, or otherwise holds possession or use rights in for the common use and enjoyment of the Owners. The term mayor shall include without limitation, recreational facilities, entry features, signage, landscaped medians, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat STONE MANOR SECTION I and deeded to the Association by the Declarant; or any other property conveyed to the ASSOCIATION by Declarant at some date in the future solely at Declarant's discretion.

1.8 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the By-Laws of the ASSOCIATION.

1.9 "Declarant" means Stone Manor Development, LLC, an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Stone Manor Development, LLC, who is designated as Declarant in an instrument executed by the immediately preceding Declarant and mayor may not be recorded, at the sole discretion of Declarant, with the County Clerk of Oklahoma County, State of Oklahoma.

1.10 "Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of STONE MANOR SECTION I, and any subsequent property annexed to this Declaration pursuant to Section 18.11.

1.11 "Design Guidelines" means architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Section 4.

1.12 "Lot" means a portion of the PROPERTY designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A" and any subsequent property annexed to this Declaration pursuant to Section 18.11. In the event of a lot split which combines one or more lots, the new lot lines shall constitute the "lot".

1.13 "Managing Agent" means that entity contracted or employed to manage and conduct day to day operations, duties and obligations of the ASSOCIATION.

1.14 "Member" means a person entitled to membership to the ASSOCIATION. Every Owner of a Lot shall be entitled to membership in the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION.

1.15 "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 within the PROPERTY.

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

1.17 "PROPERTY" means the real property described herein as STONE MANOR SECTION I, and any future additions annexed thereto as provided in this Declaration.

1.18 "Rules" shall mean the Rules and Regulations adopted by the ASSOCIATION as amended from time to time.

1.19 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Limitations to Property Rights.

2.1 Intent. Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the PROPERTY or any part thereof, their heirs, successors, successors-in-title, and assigns.

2.2 Duration. Unless terminated as provided below, this Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, this Declaration may not be terminated within Fifty (50) years of the date of recording without the consent of all Owners. After Fifty (50) years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration. Upon a termination of this Declaration, the Owners will remain responsible for the maintenance of the Common Areas to the satisfaction of the City of Oklahoma City and other governing bodies. .

2.3 Governing Documents. This Declaration together with the By-Laws of Stone Manor Neighborhood Homeowner's Association, the Articles of Incorporation of Stone Manor Neighborhood Homeowner's Association (collectively, the "Governing Documents" shall contain the standards for the PROPERTY and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Use Restrictions and Rules, and resolutions of the Board of Directors.

3. Use and Conduct. 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 tenants or the Owner's guest.

3.1 Regulation. Declarant has established a general plan of development for the PROPERTY to enhance all Owners' quality of life and collective interests and the aesthetics and environment within the PROPERTY and to engender a pride of place and sense of community property. To accomplish this objective, the PROPERTY is subject to the land development, architectural, and design provisions set forth in Section 4, the other provisions of this Declaration governing individual conduct and use of or actions upon the PROPERTY, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, and restrictions on the PROPERTY. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board and the Members shall have the ability, in the manner set forth below, to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any Rules shall apply to all Persons on the PROPERTY. The lessee and all occupants of leased residences shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or the Common Area.

3.2 Rule Making Authority.

3.2.1 Subject to the terms of this Section and in accordance with its duty of care and undivided loyalty to the ASSOCIATION and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "B." The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Any such rules shall become effective after compliance with Section 3.2.2.

3.2.2 At least thirty (30) days prior to the effective date of any action under Sections 3.2.1 or 3.2.2, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The ASSOCIATION shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

3.2.3 In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

3.2.4 Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at

particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be eliminated, provided, however, the Board may adopt reasonable time, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of a Lot to determine the composition of their households, except that the ASSOCIATION shall have the power to require that all occupants be Members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants.

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the ASSOCIATION may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the ASSOCIATION or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the ASSOCIATION or Board for leasing or transferring any Lot; provided, the ASSOCIATION or the Board may require a minimum lease term of up to twelve (12) months. The ASSOCIATION may require that Owners use lease forms approved by the ASSOCIATION. Unless otherwise specifically set forth in the Declaration, the ASSOCIATION shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the ASSOCIATION of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the PROPERTY shall apply prospectively only and shall not require removal of any property which was being on the PROPERTY prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law.

Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot within the PROPERTY.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law. The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 10.

4. Architecture and Landscaping

4.1 General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the PROPERTY, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the PROPERTY except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks or devices (other than portable gas grills), lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot or other portion of the PROPERTY shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Notwithstanding anything to the contrary contained herein, upon the approval of the Declarant or the Architectural Committee, the Declarant or builder within PROPERTY may place signage and/or other marketing materials on a Lot or the Common Area. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures On the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. The requirements of this Section 4.1 shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the ASSOCIATION. This Section shall not apply to activities of the City of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant or its successors and assigns or Stone Manor Development, LLC own land within Section 7, T13N, R4W, LM., Oklahoma City, Oklahoma County, Oklahoma.

4.2 Architectural Review. The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within Stone Manor, the Architectural Committee shall be composed of James A. Fincher, Cheryl Fincher, and Sherry Hamilton, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Five years following the sale of the Declarant's final Lot within Stone Manor, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

4.2.1 Fees; Assistance. For purposes of this Section, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer," including the Architectural Committee. The Reviewer may at its discretion establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the ASSOCIATION may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the ASSOCIATION's annual operating budget as a Common Expense.

4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. Declarant has prepared the initial design guidelines attached hereto as Exhibit "c" and incorporated herein by reference ("the Design Guidelines") which shall apply to construction and landscaping activities within PROPERTY, as provided in Section 4.2. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications

hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as Declarant or its successors and assigns or Stone Manor' Development, LLC own land within Section 7, T13N, R4W, LM., Oklahoma City, Oklahoma County, Oklahoma, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Architectural Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the PROPERTY, and all such Persons shall conduct their activities in accordance with such Design Guidelines.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans of such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of applicability of, or compliance with the Design Guidelines and this Declaration shall be final. So long as Declarant owns any portion of Stone Manor, Declarant may, in its sole and absolute discretion, unilaterally overrule any finding of the Reviewer.

4.3.2 Procedures. Prior to commencing any activity within the scope of Section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable 'factors it deems relevant, including, but not limited to, visual and environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such 'matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Approval by the Reviewer shall be required prior to Pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans, which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines in the Architectural Committee's sole and absolute discretion. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party. In no event shall approval by the Reviewer constitute approval by the City of Oklahoma City. If the City of Oklahoma City fails to approve Plans, such party shall submit to the Reviewer the City of Oklahoma City approved Plans for approval pursuant to this Section 4.3.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within eighteen (18) months or within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Section. Construction features that require a permit from the City of Oklahoma City will be considered complete when all improvements comply with the approved plans and all inspections and approvals have been approved by the City of Oklahoma City.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures in the Architectural Committee's sole and absolute discretion. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of Stone Manor.

4.6 Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, the Architectural Committee, its members, Declarant, and the Board shall be defended and indemnified by the ASSOCIATION as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The ASSOCIATION shall be primarily responsible for enforcement of this Section. If, however, in Declarant's discretion, the ASSOCIATION fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of Stone Manor shall be authorized to exercise any enforcement rights which could have been exercised by the ASSOCIATION.

5. Easements for Encroachments. If any portion of, or improvements on the Common Areas encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon the Common Areas, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Areas or on the Lots.

6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION. Notwithstanding anything contained to the contrary in the By-Laws, the Declarant may, at its sole discretion, elect or appoint the initial three (3) members of the Board ("Initial Board Members"). The initial term of the Board shall be two (2) years. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and By-Laws of the ASSOCIATION. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION. The ASSOCIATION may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation;

provided that so long as Declarant owns any portion of Stone Manor, the use of a managing agent shall required the consent of the Declarant.

7. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall deemed to be responsible for all portions, •whether interior or exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the Architectural Committee, or the Architectural Committee may, at its discretion, mow said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

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9. Records: Inspection by Owners and Mortgagees.

9.1 Retention. The ASSOCIATION Board shall keep or cause to be kept current certified copies of the recorded Declaration, the executed By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the ASSOCIATION and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

10. Compliance with Provisions of Declaration. By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the ASSOCIATION, and the rules, regulations, Design Guidelines, 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.

11 Revocation or Amendment to Declaration: Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant or its successors and assigns or Stone Manor Development, LLC own land within Section 7, T13N, R4W, I.M., Oklahoma City, Oklahoma County, Oklahoma. However, Declarant may amend this Declaration at any time, subject to limitations set f01ih in paragraphs 18.9 and 18.10 below.

12. Assessment for Common Expenses.

12.1 Obligation to Pay Pro-rata Share. Except as otherwise provided herein, all Members shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the ASSOCIATION to meet the Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the ASSOCIATION.

13. Owner's Personal Obligation for Payment of Assessments.

13.1 Non-Exemption From Payment. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot.

13.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant and no assessments shall be paid on any lot until a home is first occupied.

13.3 Reserves and Working Capital. The ASSOCIATION shall be required to establish and maintain an adequate reserve fund ("Capital Improvement Fund"), which shall consist of not less than twenty five percent (25%) of the ASSOCIATION dues, for the periodic capital improvements to the Areas which the ASSOCIATION may be obligated to maintain as further set forth in the respective associations Certificate of

Incorporation and By-laws. The funds retained in the Capital Improvement Fund may only be used by the ASSOCIATION upon unanimous consent of the Board, Majority Vote of the Owners, and consent of the Declarant so long as Declarant owns any portion of Stone Manor.

14. Period of Ownership. Unless otherwise provided in this Declaration, the terms and conditions created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

15. General Reservations. Declarant hereby reserves a permanent ingress and egress easement and also reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, STONE MANOR SECTION I and for the best interests of the Declarant, Owners and the ASSOCIATION in order to serve the entire real estate development and future development in proximity to Stone Manor.

16. Waiver Clause. Except as to the payment of assessments, 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.

17. Voting Rights in the Association. Voting in the Association shall be on a per Lot basis. Notwithstanding anything to the contrary, the Declarant shall have two thousand (2,000) votes. All other Owners shall have one vote per Lot even if the Lot is owned by more than one person.

18. General.

18.1 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.

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

18.3 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 or the intent of any provision hereof.

18.4 Gender. 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, whenever the context so requires.

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

18.6 Declarant Easement. Declarant hereby retains an easement through the Common Areas as may be necessary for the purpose of discharging Declarant's obligations, exercising Declarant's lights reserved herein, or for such other purposes at the sole discretion of Declarant.

18.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The ASSOCIATION, or any Owner or Declarant, so long as Declarant owns any portion of Stone Manor, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and the Rules, the ASSOCIATION shall have the exclusive right to the enforcement thereof. The ASSOCIATION or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration, the By-Laws, and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the ASSOCIATION of any default in the performance by the individual Lot Borrower of any obligation under the PROPERTY documents which is not cured within sixty (60) days.

18.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, 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. In the event the ASSOCIATION is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action. In addition to the foregoing, the ASSOCIATION shall indemnify Declarant for all costs and expenses, including but not limited to attorney's fees, in anyway related to this Declaration, Bylaws, the ASSOCIATION Certificate of Incorporation, ASSOCIATION activities and/or the Common Areas.

18.9 Special Amendment. So long as Declarant or its successors and assigns or Stone Manor Development, LLC own land within Section 7, T13N, R4W, I.M., Oklahoma City, Oklahoma County, Oklahoma, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination;(ii)necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of Stone Manor, it may unilaterally amend this Declaration for any other purpose.

18.10 Future Membership Rights. The right to require or allow membership in the ASSOCIATION shall be the exclusive right of Declarant as set f011h in this Declaration, so long as the Declarant owns property in Section 7, T13N, R4W, I.M., Oklahoma City, Oklahoma County, Oklahoma. New Members shall have no cost to join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.

18.11 Future Additions. Although this Declaration includes initially only the real property described as STONE MANOR SECTION 1, it is the intention of the Declarant to develop additional areas in Stone Manor which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association. The Declarant, its successors and assigns, shall have the light, but not the obligation, to bring within the concept of this Declaration real property within Stone Manor, or in the vicinity of Stone Manor (Future sections of Stone Manor shall have lot owner Members of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws.)

In the event the Declarant exercises its rights under this Section 18.11, then the additions authorized under this Section shall be made by the Declarant filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

18.12 Declarant's Right to Ingress and Egress. The Declarant and lot buyers of Declarant, employees, contractors, workers, suppliers and potential customers of Declarant's lot buyers shall have the right of ingress and egress onto Stone Manor for its purposes at all reasonable times. No lot owner in the PROPERTY shall be denied reasonable access to his lot.

18.13 Sidewalks and Walkways. All homes in the PROPERTY are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the Declarant and must be built before first occupancy of the home.

18.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, or association shall be the property Owner's responsibility; and it shall be the responsibility of the Owner to a) keep the easements, channels and swells free of any structure, planting or

other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and; b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or association is responsible and; c) prevent any changes in existing drainage which would adversely affect adjacent property Owners. (This restriction shall be in effect after builder completes the final grade on the new home.) It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of the Owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION has or may have obligations to the City of Oklahoma City for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Stone Manor.

18.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the ASSOCIATION unless owned by the ASSOCIATION.

18.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed properly to the ASSOCIATION solely at the Declarant's discretion.

18.17 Assignment by Declarant. Declarant reserves the right to assign all or a portion of its right and interest herein to any third party

18.18 Restriction on Assignment by Declarant. The ASSOCIATION shall not transfer or deed any portion of the Common Areas to any party without the unanimous consent of Owners, and the consent of the Declarant as long as the Declarant owns any property within Stone Manor. The ASSOCIATION shall not transfer or deed any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

18.19 Restriction on Merger; Consolidation. The ASSOCIATION shall not merge or consolidate with any other homeowner's association without the vote of Sixty-Six (66%) of the Owners, and the consent of the Declarant as long as the Declarant owns any property within Stone Manor. The ASSOCIATION shall not transfer, convey, deed, title, assign, lease or sublet any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

18.20 Common Area Maintenance. The ASSOCIATION shall be responsible for all maintenance to the Common Area, including without limitation, lawn mowing and maintenance, even if the Common Area has not yet been deeded to the ASSOCIATION.

18.21 Limited Alteration of Common Area. Creeks and waterways located within the ASSOCIATION Common Areas may cause erosion and/or changes in the adjacent Owner's topography. In order to protect against such erosion or changes in topography, an Owner with a Lot which is adjacent to a creek or waterway shall have the right, subject to the limitations of this Section 18.21, to encroach upon the Common Area for the purpose of constructing retaining walls or other stabilizing structures subject to the following restrictions: (i) Owner must comply with any and all city and state rules; (ii) Owner must utilize a licensed engineer to design said improvements; (iii) the licensed civil engineer must design said improvements in such a way that the installation of the designed improvements will not negatively impact other Owners, the ASSOCIATION, and/or Declarant; (iv) the cost of such improvements shall be paid entirely by the Owner and Owner shall not allow any lien to be placed on the ASSOCIATION Common Area or other property; and (v) the Declarant shall consent to such improvements.

19. NOTICES, DISCLOSURES AND DISCLAIMERS

19.1 Inspection of Association Documents. The Declaration, Certificate of Incorporation, and By-Laws are available for inspection at the offices of the Declarant or the ASSOCIATION.

19.2 Dedication of Common Area by Declarant. Transfer of land to the ASSOCIATION by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. The ASSOCIATION agrees that deed of the Common Areas by Declarant shall be on an as-is, where-is basis. The Declarant shall also deed the Common Areas subject to certain permanent easements in the Common Areas for the benefit of Declarant. Common Areas and improvements, if any, will not be deeded to the ASSOCIATION until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas and will make only such improvements as determined by the Declarant. Much of the Common Areas may be left completely natural by the Declarant.

19.3 Walls, Fences, or Enclosures of Property. Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the walls, fences or enclosures of Stone Manor, including, but not limited to, warranties or representations as to the manner, quality, state of repair or lack of repair of the walls, fences or enclosures of Stone Manor. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees that any walls, fences or enclosures of Stone Manor are "AS IS, WHERE IS."

19.4 This Declaration pertains only to PROPERTY and in no way expands the authority of the ASSOCIATION except to expressly authorize and require membership in the ASSOCIATION for Member Owners of PROPERTY, as further set forth in the Certificate of Incorporation and By-laws of the association. Other sections of Stone Manor may have covenants and restrictions which vary from those of PROPERTY and which do not grant the ASSOCIATION the same power and authority as the covenants of PROPERTY create.

19.5 Easement.

19.5.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat easements and in all Common Areas, sewer or other pipe lines, drainage structures, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the Lot or Lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street. Such easements rights shall be deemed to run with the land.

19.5.2 EASEMENT FOR CROSS DRAINAGE. EVERY LOT AND THE COMMON AREA SHALL BE BURDENED WITH EASEMENTS FOR NATURAL DRAINAGE OF STORM WATER RUNOFF FROM OTHER PORTIONS OF STONE MANOR. THE DECLARANT RESERVES FOR ITSELF, SUCCESSORS, ASSIGNS AND DESIGNEES THE RIGHT TO ALTER DRAINAGE FLOWS TO ALLOW THE DEVELOPMENT OF ADDITIONAL LANDS IN THE VICINITY OF STONE MANOR. THIS RIGHT INCLUDES, BUT IS NOT LIMITED TO, THE RIGHT TO INCREASE STORM WATER RUN-OFF FROM OTHER LAND TO THE COMMON AREA AND ACROSS ANY LOT, OR ANY PORTION THEREOF, BUT NOT THE DWELLING THEREON. ALL OWNERS ARE SUBJECT TO THIS EASEMENT FOR CROSS DRAINAGE AND ARE GIVEN NOTICE THAT (A) THEIR ABILITY TO USE THEIR PRIVATELY OWNED PROPERTY IS LIMITED THEREBY, AND (B) THEIR USE, ENJOYMENT AND MARKETABILITY OF THEIR PROPERTY CAN BE AFFECTED BY THIS PROVISION. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES AND AGREES TO THIS EASEMENT.

19.6 Notice of Potential Erosion. Many Lots within the PROPERTY have creeks or other waterways abutting some portion of the Lot property line. Soil erosion is a gradual process that occurs when the actions of water, wind, and other factors eat away and wear down the land, causing the soil to deteriorate or disappear completely. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant has disclosed the potential for soil erosion on the PROPERTY and that Declarant

is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the potential soil erosion of the PROPERTY. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees and accepts the PROPERTY "AS IS, WHERE IS."

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**EXHIBIT A -LEGAL DESCRIPTION FOR STONE SECTION 1
[metes and bound legal description purposely omitted]**

**EXHIBIT "B"
Initial Use Restrictions and Rules**

The following restrictions shall apply to all of the PROPERTY until such time as they are amended, modified, repealed or limited by rules of the ASSOCIATION adopted pursuant to Section 3 of the Declaration,

1. General. The PROPERTY shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A," offices for any property manager retained by the ASSOCIATION or business offices for Declarant or the ASSOCIATION) consistent with this Declaration and any Supplemental Declaration,
2. Restricted Activities. The following activities are prohibited within the PROPERTY unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board

MISSING (a) THROUGH (g)

- (a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;
- (b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and household pets may be kept, provided they are not kept bred or maintained for any commercial purpose. According to City of Oklahoma City Ordinances, not more than three dogs may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the city and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pets excretion.
- (c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots.
- (d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot'
- (f) Any Noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to occupants of other Lots;
- (g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constricting a dwelling on a lot.
- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of fire crackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the

PROPERTY, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of Rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(l) Obstruction or rechanneling of drainage flows' after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant shall have such

(m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in PROPERTY may be reallocated into a different lot or lots so long as the number of lots in PROPERTY is not increased and the redrawing or re-allocation is approved by the Architectural Committee;

(n) Swimming, or other active use of any possible water feature, if applicable, within the PROPERTY, except that small water craft and fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the PROPERTY for purposes of litigation and such other purposes as Declarant shall deem desirable. The ASSOCIATION and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the PROPERTY;

(o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the ASSOCIATION and ASSOCIATION shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the PROPERTY; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the PROPERTY; and (iv) the business activity is consistent with the residential character of the PROPERTY and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the PROPERTY, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the PROPERTY or its use of any Lots which it owns within the PROPERTY;

(r) Capturing, trapping of wildlife within the PROPERTY, except in circumstances posing an imminent threat to the safety of persons using the PROPERTY;

(s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PROPERTY or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(t) Conversion of any carport or garage to finished space for use as an apartment or other integral of the living area on any Lot without prior approval pursuant to Section IV;

(u) Operation of motorized vehicles on pathways or trails maintained by the ASSOCIATION;

(v) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Declaration or the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;

(w) Use of go-carts and motorized scooters on any portion of the PROPERTY and for any purpose whatsoever.

(x) The construction or maintenance of a billboard or advertising boards or structures on any lot in PROPERTY is prohibited. Except signs approved in writing by either the Declarant or Architectural Committee, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;

(y) Basketball backboards may be erected at the residences in the PROPERTY. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The back board must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all lips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

(z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;

(aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee; and

(ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the front portion of any lot, unless approved by the Architectural Committee;

3. Prohibited Conditions. The following shall be prohibited within the PROPERTY:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the PROPERTY;

(b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the PROPERTY, except the ASSOCIATION shall have the light to draw water from such sources.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.

**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS STONE MANOR SECTION 1
EXHIBIT "C" DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of STONE MANOR SECTION 1 ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within one hundred eighty (180) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls there of be of brick, brick veneer, stone or stone veneer or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarant or the Architectural Committee composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the Architectural Committee and any waiver shall not obligate the Architectural Committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of

PROPERTY. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the PROPERTY and the curb.

7. The ground floor living area of any single story home shall not be less than 2,500 square feet without the approval of the Architectural Committee, nor less than 3,400 square feet total living area up and down for any home of more than one story without the approval of the Architectural Committee. No roofing material, valley or ridge shall be used on any structure located on any lot in PROPERTY without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in PROPERTY.

10. No outside antennas shall extend beyond five feet of the roofline.

11. No electric windmills shall be allowed on any lot in PROPERTY.

12. No existing structure of any type may be moved onto any lot in the PROPERTY.

13. The Design Guidelines in this Exhibit "C" do not apply to the Declarant.

14. Garage entrances shall be to the side or the rear of the home if required by the Reviewer.

15. The current mailing address of the Architectural Committee is 8312W.Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.

16. The minimum roof pitch on single-story homes shall be 10:12 if required by the Reviewer.

17. The minimum roof pitch on two-story homes shall be 9:12 if required by the Reviewer.

18. As long as Declarant or its successors and assigns or Stone Manor Development, LLC own land within Section 7, T13N, R4W, I.M., Oklahoma City, Oklahoma County, Oklahoma, Declarant shall have sole authority to amend these Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent.

Filed on March 12, 2009 at Book 11039, Page 1557

**First Amendment to the Declaration of Covenants, Conditions and Restrictions
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS OF STONE MANOR SECTION 1)
A part of the Northeast 1/4 of Section 7, T13N, R4W, LM
Oklahoma City, Oklahoma County, Oklahoma**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STONE MANOR DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Stone Manor Section I) at the Office of the Oklahoma County Clerk at Book 10803 and Pages 894• 918 (hereinafter "Declaration").

WHEREAS, Section 17.9 of the Declaration states that so long as Declarant any property within Stone Manor, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns propC11y within Stone Manor;

NOW, THEREFORE, pursuant to Section 17.9 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Notwithstanding anything contained in the Declaration to the contrary, Declarant reserves unto itself, an exclusive easement for the purpose of access and maintenance upon, across, over, and under all of the Common Area to the extent reasonably necessary to install, replace, repair, and maintain signage. Declarant may install ally sign on the Common Area in its sole and absolute discretion. Declarant may assign these rights to builder, contractor or third party in its sole and absolute discretion. All signs from any other party, including without limitation, Association or Owner, require the written consent of Declarant. Declarant shall have the right to remove and destroy any unauthorized signs placed on the Common Area. Association and each Owner hereby release Declarant from any liability associated with the removal of unauthorized signs on the Common Area.

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