

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE UNDERSIGNED OWNER, STONE CREEK PARTNERS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, (THE DEVELOPER) DEDICATES FOR THE PUBLIC USE OF STREET RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (THE "PLAT") AND FURTHER DEDICATES FOR PUBLIC USE UTILITY EASEMENTS AND RIGHTS-OF-WAY AS SHOWN AND DESIGNATED ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPAIRING AND/OR RECEIVING ANY AND ALL PUBLIC UTILITIES, INCLUDING THE STORM AND SANITARY SEWERS, TELEPHONE LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, CABLE TELEVISION, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES HERETO WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND CONSTRUCTION WILL BE PLACED, ERRECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, PROVIDED, HOWEVER, THAT THE OWNERS HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG ALL STRIPS OF LAND INCLUDED WITHIN THE EASEMENTS SHOWN ON THE PLAT, BOTH FOR THE FURNISHINGS OF WATER AND/ SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT.

SECTION II. UTILITIES, EASEMENTS, ELECTRIC, GAS, WATER, SEWER SERVICE AND COMMUNICATIONS, LIMITS OF NO ACCESS

- A. ELECTRIC SERVICE, NATURAL GAS SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE AND CABLE TELEVISION SERVICES, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING:
 1. OVERHEAD POLES MAY BE LOCATED ALONG THE MOST WESTERLY PERIMETER OF THE SUBDIVISION IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
 2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.
 3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
 4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
 5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.
- B. WATER, STORM SEWER AND SANITARY SEWER SERVICE IN CONNECTION WITH THE PROVISION OF WATER, STORM SEWER AND SANITARY SEWER, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO-WIT:
 1. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF TULSA, INTERFERE WITH THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL NOT BE PERMITTED.
 3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACT OF THE OWNER, HIS AGENTS OR CONTRACTORS.
 4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS AND THE ABOVE OWNER DOES AGREE TO BE BOUND HEREBY.

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- C. OWNER RESPONSIBILITY WITHIN EASEMENTS. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY DAMAGED FENCING, LANDSCAPING OR PAVING LOCATED WITHIN THE UTILITY EASEMENTS LOCATED ON THEIR LOT IN THE EVENT IT IS NECESSARY TO REPAIR, MAINTAIN OR CONSTRUCT ANY UNDERGROUND WATER OR SEWER MAINS, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR TELEPHONE SERVICE.
- D. SURFACE DRAINAGE. EACH LOT SHALL RECEIVE AND DRAIN THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS IN AN UNOBSTRUCTED MANNER. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTION WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.
- E. RESERVE AREA 'A'. RESERVE AREA 'A', AS COLLECTIVELY DESIGNATED ON THE ACCOMPANYING PLAT IS HEREIN ESTABLISHED BY GRANT OF OWNER AS A POOL AREA FOR THE COMMON USE AND BENEFIT OF THE LOT OWNERS OF THE SUBDIVISION, THEIR GUESTS AND INVITEES. RESERVE 'A' IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION FOR ADMINISTRATION AND MAINTENANCE.
- F. OFFSITE STORMWATER DETENTION FACILITY.
- THE OWNER WILL DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE A PERPETUAL DRAINAGE EASEMENT ON, OVER AND ACROSS THE OFFSITE PROPERTY DESIGNATED ON THE PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM "STONE CREEK FARMS II" AND/OR FUTURE PHASES OF THE STONE CREEK FARMS DEVELOPMENT AS APPROVED BY THE CITY OF TULSA.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID DRAINAGE AND DETENTION AREA SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS AND DEVELOPMENT OF THE CITY OF TULSA, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE STONE CREEK FARMS HOMEOWNERS ASSOCIATION ("ASSOCIATION"), TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE TO THE FOLLOWING STANDARDS:
- A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
 - B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - C. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
 - D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNEL SHALL BE PERFORMED TWICE YEARLY.
- LANDSCAPING APPROVED BY THE CITY OF TULSA SHALL BE ALLOWED WITHIN THE DETENTION AREA.
- IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED. THE SUBJECT DETENTION AREA WILL BE INCLUDED IN A RESERVE AREA SHOWN ON THE PLAT OF RECORD FOR THE FUTURE STONECREEK FARMS III.
- SECTION III. RESTRICTIONS AND COVENANTS**
- FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.
- A. HOMEOWNERS' ASSOCIATION**
1. FORMATION
 - A. THE DEVELOPER HAS FORMED OR SHALL CAUSED TO TO BE FORMED, A HOMEOWNERS' ASSOCIATION NAMED THE STONE CREEK FARMS II HOMEOWNERS' ASSOCIATION OR MAKE SIMILAR THERETO, (THE "ASSOCIATION") FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVES, TREES AND OTHER COMMON AREAS TO ENHANCE THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION. EVERY RECORD OWNER OF A FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION. ALL MEMBERS OF THE ASSOCIATION COVENANT AND AGREE TO PAY TO THE ASSOCIATED AN ASSESSMENT ESTABLISHED BY THE ASSOCIATION WHICH SHALL BE THE MINIMAL AMOUNT NECESSARY TO ADEQUATELY MAINTAIN COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS AS DESIGNATED ON THE PLAT.
 2. MAINTENANCE
 - A. THE ASSOCIATION, EXCEPT AS HERENAFTER PROVIDED, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF IMPROVEMENTS AND LANDSCAPING WITHIN ALL RESERVE AREAS DESIGNATED ON THE PLAT AND THE RESERVE AREAS ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE:

A. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION. PROVIDED, HOWEVER, THAT DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

B. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HERewith SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION.

- 1. AN ACCURATE SITE PLAN AND
- 2. AN ACCURATE FLOOR PLAN AND
- 3. ALL EXTERIOR ELEVATIONS AND
- 4. THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

3. NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN TWELVE HUNDRED (1,200) SQUARE FEET OF LIVING AREA. MULTI-STORY DWELLINGS SHALL HAVE A MINIMUM OF FIFTEEN HUNDRED (1,500) SQUARE FEET OF LIVING AREA. PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF NINE HUNDRED (900) SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES, OR BREZZEWAYS.

4. EACH DWELLING SHALL HAVE A GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS.

5. DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE CONSISTING OF THE SAME COLOR AS SIDEWALKS, CURBS, ETC. WITHIN THE SUBDIVISION AND AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

6. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES.

7. STRUCTURES SHALL BE ERECTED WITH A ROOF MADE OF COMPOSITION SHINGLES, COLOR AND TYPE, TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

8. A MINIMUM OF 25% COVERAGE (EXCLUDING WINDOWS AND DOORS) OF BRICK, NATURAL ROCK AND STUCCO EXTERIORS SHALL BE REQUIRED ON ANY DWELLING OR OUT-BUILDING IN THE SUBDIVISION. THE ARCHITECTURAL COMMITTEE MAY APPROVE AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

9. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINES ON THE PLAT. NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE FEET (5') TO ANY SIDE LOT ON ONE SIDE AND FIVE FEET (5') ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN FEET (10') BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT. BUILDINGS ABUTTING A SIDE STREET MAY BE CONSTRUCTED UP TO THE 15 FOOT (15') BUILDING LINE (EXCEPT WHERE EASEMENTS ARE GREATER, PROVIDED THAT THE SET BACK SHALL BE TWENTY FEET (20')). IF THE GARAGE ABUTS THE SIDE STREET, ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

10. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE RESIDENCE. PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD BOUNDARY OF THE LOT (15 FEET FROM THE STREET RIGHT-OF-WAY). FENCES SHALL BE OF WOOD, BRICK, STUCCO, STONE OR CHAIN LINK, PROVIDED HOWEVER, CHAIN LINK FENCING SHALL NOT EXCEED 4 FEET IN HEIGHT. CHAIN LINK SHALL BE BLACK IN COLOR, SUPPORTING POSTS SHALL BE WOOD AND A WOOD TOP RAIL SHALL BE INSTALLED, BARBED WIRE, MESH OR OTHER METAL FENCING ARE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT.

11. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "GAP" RADIO SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES ATTACHED TO THE REAR OF THE HOME AND NOT EXCEEDING EIGHTEEN INCHES (18") IN DIAMETER) WHICH ARE PERMITTED, MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE.

12. NO BUILDING, FENCE, WALL, OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED, MAINTAINED, OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE, GRADING PLANS AND OTHER NECESSARY INFORMATION HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING ON THE OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY.

- 13. ANY STRUCTURE OTHER THAN THE PRIMARY DWELLING SITUATED ON ANY A LOT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND BE CONSTRUCTED OF THE SAME BUILDING MATERIALS UTILIZED FOR THE PRIMARY RESIDENCE ON SAID LOT. NO IMPROVEMENTS OTHER THAN THE SINGLE DWELLING PERMITTED ON EACH LOT SHALL BE UTILIZED AS TEMPORARY OR PERMANENT RESIDENCE.
- 14. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.
- 15. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- 16. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL RAISED, BREED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
- 17. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.
- 18. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
- 19. NO CAMPERS, BOATS, TRAILERS, OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED ON THE LOT OR ON THE STREET, PROVIDED HOWEVER IF THESE TYPE OF VEHICLES ARE PARKED ON THE LOT THEY SHALL BE PARKED WHERE THEY ARE NOT VISIBLE FROM ANY STREET ADJACENT TO THE LOT.
- 20. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED AND MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
- 21. THE OWNER OF EACH LOT SHALL MAINTAIN THE OVERLAND DRAINAGE EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.
- 22. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS THEIR LOT.

SECTION IV. ENFORCEMENT, AMENDMENTS AND SEVERABILITY

- A. **ENFORCEMENT.** THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL OWNERS WITHIN THE SUBDIVISION AND ALL PERSONS CLAIMING UNDER THEM UNLESS MODIFIED AS HEREINAFTER PROVIDED. FOR A PERIOD OF TWENTY (20) YEARS FROM DATE HEREON, AFTER WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT, APPROVED BY THE CITY AND SIGNED BY CURRENT OWNERS OF AT LEAST 75% OF THE LOTS, AGREEING TO CHANGE SUCH COVENANTS IN WHOLE OR IN PART, IS FILED OF RECORD. THESE COVENANTS ARE ENFORCEABLE BY ANY OWNER OF LOTS) IN THE SUBDIVISION BY APPROPRIATE ACTION AT LAW OR EQUITY, INCLUDING, WITHOUT LIMITATIONS, AN ACTION TO RESTRAIN OR ENJOIN ANY VIOLATIONS HEREOF. THESE COVENANTS MAY BE ENFORCED BY THE CITY. INVALIDATION OF ANY ONE OF THESE COVENANTS SHALL IN NO WAY AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREIN CONTAINED.
- B. **AMENDMENTS.** THESE COVENANTS AND RESTRICTIONS MAY BE AMENDED AT ANY TIME BY AN INSTRUMENT APPROVED BY THE CITY AND SIGNED BY THE OWNERS OF AT LEAST 75% OF THE LOTS AND FILED OF RECORD WITH THE TULSA COUNTY CLERK. THE AMENDMENT OR TERMINATION BY ANY PARTY OF A TERM, COVENANT OR ITEM CONTAINED IN ANY SECTION OF THIS CERTIFICATE OF DEDICATION MUST ALSO BE APPROVED BY ANY AFFECTED UTILITY, THE CITY OF TULSA, OKLAHOMA AND THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW.
- C. **SEVERABILITY.** INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR HAND THIS 25 DAY OF May, 2005.

STONE CREEK PARTNERS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: M. [Signature]

TITLE: Manager

STATE OF OKLAHOMA,

}
SS.

COUNTY OF TULSA

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BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 25th DAY OF May, 2005, PERSONALLY APPEARED M. David Gibson TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO BE THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

6-5-07



CERTIFICATE OF SURVEY

WE, HALL ROSENBAUM, ALKON AND ASSOCIATES INC AND I, ALAN C. HALL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "STONE CREEK FARMS II", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS OF THIS 25th DAY OF May, 2005.

Alan C. Hall
ALAN C. HALL, PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1283



STATE OF OKLAHOMA,
COUNTY OF TULSA

}
} SS.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 25th DAY OF May, 2005, PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY

MY COMMISSION EXPIRES: 6-5-07



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CERTIFICATE

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I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 8,536.00 per trust receipt no. 6739 to be applied to 20 05 taxes. This certificate is NOT to be construed as payment of 20 05 taxes in full but is given in order that this plat may be filed on record. 20 05 taxes may exceed the amount of the security deposit.

vis plat have as required

CERTIFICATE

Dated 17-JUN-05

Dennis Sembler
Tulsa County Trustee
By: *[Signature]*
Deputy



PLAT NO.

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on 5-25-05

[Signature]
TMAPC/INCOG

This approval is void if this plat is not filed in the Office of the County Clerk on or before:

5-25-06

COUNTY or CITY ENGINEER

APPROVED JUN 19 2005 by the Council of the City of Tulsa, Oklahoma.

[Signature]
Chairman

[Signature]
Mayor

[Signature]
Attest: City Clerk

[Signature]
Approved: City Attorney

PLAT NO.

5883

Doc# 2005087572 Page 1
Receipt # 809642 07/28/05 09:54:37
Fee 13.00



Tulsa County Clerk - EARIENE WILSON

RATIFICATION OF PLAT

BANK OF OKLAHOMA, N.A., Tulsa, Oklahoma, as Mortgagee under that certain Construction Real Estate Mortgage, Security Agreement and Financing Statement With Power of Sale ("Mortgage"), dated as of the 30th day of March, 2004 and filed of record in the office of the County Clerk of Tulsa County, Oklahoma on the 30th day of March, 2004, in Book 7261 at Page 0824, said Mortgage being executed by **STONE CREEK PARTNERS, L.L.C.**, an Oklahoma limited liability company, and encumbering the real estate described as:

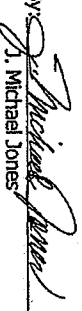
A tract of land situated in the Southeast Quarter (SE/4) of Section 25, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter (SE/4) of Section 25, said point being the Southwest corner of Stone Creek Farms an addition to the City of Tulsa, Tulsa County, Oklahoma (Plat # 5679); thence N 00° 02' 39" E and along the west line of said addition a distance of 619.37 feet to the Northwest corner of said Addition, said point being the Point of Beginning; thence S 89° 57' 01" E and along the Northernly line of Block 2 of said Addition a distance of 120.04 feet; thence N 00° 02' 59" E and along the Westernly Right of Way of S. 186th East Avenue a distance of 5.63 feet; thence S 89° 57' 01" E and along the Northernly line of said Addition a distance of 894.31 feet to the Easternly Right of Way line of S. 186th East Avenue; thence S 00° 02' 59" W and along said Right of Way line a distance of 4.75 feet; thence S 89° 57' 01" E and along the Northernly line of Block 5 of said Addition a distance of 240.00 feet; thence N 00° 02' 59" E and along the Westernly Right of Way of S. 189th East Avenue a distance of 4.53 feet; thence S 89° 57' 01" E and along the Northernly line of said Addition a distance of 519.64 feet to the Easternly Right of Way line of S. 190th East Avenue; thence S 00° 02' 59" W and along said Right of Way line a distance of 15.31 feet; thence S 89° 57' 01" E and along the Northernly line of Block 8 a distance of 115.18 feet to the Northeast corner of said Addition; thence N 00° 01' 50" E a distance of 709.20 feet; thence N 89° 57' 45" W a distance of 345.19 feet; thence S 25° 40' 13" W a distance of 0.00 feet; thence along a curve to the right with a radius of 50.00 feet and a central angle of 94° 18' 31" for a distance of 82.30 feet; thence along a curve to the left with a radius of 25.00 feet and a central angle of 29° 55' 35" for a distance of 13.06 feet; thence N 89° 57' 01" W a distance of 3.44 feet; thence along a curve to the left with a radius of 25.00 feet and a central angle of 90° 00' 00" for a distance of 39.27 feet; thence N 89° 57' 01" W a distance of 50.00 feet; thence S 00° 02' 59" W a distance of 90.05 feet; thence N 89° 57' 01" W a distance of 742.10 feet; thence N 00° 02' 59" E a distance of 289.62 feet; thence N 89° 57' 01" W a distance of 630.78 feet to a point on the West line of the Southeast quarter (SE/4) of said Section 25; thence S 00° 02' 39" W and along said West line a distance of 855.42 feet to the Point of Beginning.
Said tract contains 1,301,915.94 square feet / 29.89 acres.

does hereby ratify, confirm, accept and acknowledge the Plat, Deed of Dedication and Restrictive Covenants of **STONE CREEK FARMS II**, an Addition to the City of Tulsa, Tulsa County, Oklahoma, Plat No. 5883, dated the 17th day of June, 2005, filed in the Office of the County Clerk of Tulsa County, Oklahoma, on the 17th day of June, 2005, in Document number 2005070067.

DATED as of this 30th day of July, 2005.

BANK OF OKLAHOMA, N.A.

By: 
J. Michael Jones
Its: Senior Vice-President



STATE OF OKLAHOMA)
COUNTY OF TULSA) S

This instrument was acknowledged before me on this 30th day of July, 2005, by J. Michael Jones as Senior Vice-President of Bank of Oklahoma, N.A.


Marjorie Shiley

Notary Public



My Commission Expires: 10/25/2008

FORDAN R LINDSEY, Attorney, COURTESY REAL ESTATE
2431 E. 61st St., Ste. 100, Tulsa, OK 74136

Tulsa County Clerk - EARLENE WILSON
Doc # 2006138615 Pages 12
Receipt # 897607 12/06/06 13:26:32
Fee 35.00



✓

DECLARATION OF ASSOCIATION COVENANTS AND RESTRICTIONS
STONE CREEK FARMS II, III AND VILLAGE

THIS DECLARATION is made this 21 day of November, 2006, by STONE CREEK PARTNERS, L.L.C., an Oklahoma limited liability company, and SELECT HOMESITES, INC., an Oklahoma corporation, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, STONE CREEK PARTNERS, L.L.C. is the developer of:

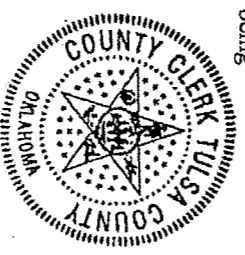
Stone Creek Farms II, a subdivision in the City of Tulsa, Oklahoma, according to the recorded plat (No. 5883) thereof (the subdivision being hereinafter referred to as "Stone Creek Farms II"); and

WHEREAS, STONE CREEK PARTNERS, L.L.C. is the developer of:

Stone Creek Farms III, a subdivision in the City of Tulsa, Oklahoma, according to the recorded plat (No. 6037) thereof (the subdivision being hereinafter referred to as "Stone Creek Farms III"); and

WHEREAS, SELECT HOMESITES, INC. is the developer of:

Stone Creek Farms Village, a subdivision in the City of Tulsa, Oklahoma, according to the recorded plat (No. 5991) thereof (the subdivision being hereinafter referred to as "Stone Creek Farms Village");



WHEREAS, the above described properties have been or are being developed as communities of residential lots and containing certain common areas; and

WHEREAS, STONE CREEK PARTNERS, L.L.C. is the developer of Stone Creek Farms II and of Stone Creek Farms III, and is the record owner of all reserve areas and various residential lots in Stone Creek Farms II and of all reserve areas and all residential lots in Stone Creek Farms III.

WHEREAS, SELECT HOMESITES, INC. is the developer of Stone Creek Farms Village and is the record owner of all reserve areas and various residential lots in Stone Creek Farms Village.

*Epperson + Johnson 201 W. 5th, Suite 501
Tulsa, Ok 74103*

WHEREAS, the respective Deeds of Dedication and Restrictive Covenants accompanying the recorded plats of Stone Creek Farms II, Stone Creek Farms III and Stone Creek Farms Village, provide for the formation of an association of the owners of the residential lots within the subdivisions;

WHEREAS, in accordance with the above referenced Deeds of Dedication and Restrictive Covenants, an association of the owners of all lots within Stone Creek Farms II, Stone Creek Farms III and Stone Creek Farms Village has been or shall be formed and incorporated as "Stone Creek Farms II, III and Village Homeowners' Association, Inc." (hereinafter referred to as the "Association") and a Declaration should be recorded setting forth the particulars of the Association, including membership, maintenance of common area and assessment of lots;

WHEREAS, each single family residential lot within Stone Creek Farms II, Stone Creek Farms III and Stone Creek Farms Village, and each single family lot which may be platted within any other single family residential subdivision annexed to the geographic jurisdiction of the Association subsequent hereto as hereinafter provided, shall be referred to herein as a "Lot" or collectively as the "Lots".

WHEREAS, within Reserve A in Stone Creek Farms II, Reserve Area A of Stone Creek Farms III, and/or within reserve areas designated in the plat or plats of other single family residential subdivisions in Section 25, Township 19 North, Range 14 East, Tulsa County, Oklahoma which may be developed by Stone Creek Partners, L.L.C., Select Homesites, Inc. or entities related thereto, there may be constructed recreational facilities, including one or more swimming pools and/or splash pads, picnic grounds, cabanas, restrooms, dressing rooms, or playgrounds (hereinafter "Recreational Facilities"). An association ("Stone Creek Pool Association" hereinafter, the "Pool Association") has been formed for the ownership and maintenance of the Recreational Facilities, should the facilities be constructed. Membership of the Pool Association shall comprise homeowners' associations whose members are entitled to use the Recreational Facilities. Stone Creek Farms II, III and Village Homeowners' Association shall be a member of the Pool Association. Other members of the Pool Association shall be Stone Creek Farms Homeowners' Association and other associations as above described whose members are entitled to use the Recreational Facilities.

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

ARTICLE I
DEFINITIONS

Section 1. Association. "Association" shall mean Stone Creek Farms II, III and Village Homeowners' Association, Inc. its successors and assigns.

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

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

- a) Reserve Area B in Stone Creek Farms III, and any improvements thereon, including but not limited to open space and landscaping;
- b) all common area within Stone Creek Farms Village, including Reserve A and the Fencing and Landscape Easement, and any improvements thereon, including but not limited to open space and landscaping;
- c) all common areas within any single family subdivisions hereafter annexed into the jurisdiction of the Association as herein set out and any improvements thereon, including but not limited to open space and landscaping, but specifically excluding any reserve areas reserved for location of Recreational Facilities.

ARTICLE II
PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable fees for the use or enjoyment of any facility situated upon the Common Area;
- (b) the right of the Association to adopt reasonable rules and regulations for the use of the Common Area;
- (c) the right of the Association to suspend the Owner's right to use of the facilities for any period during which any assessment against the Owner's Lot remains unpaid;
- (d) the right of the Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Association's published rules and regulations;

- (e) the right of the Association to dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association, provided however, the dedication, sale or transfer of Common Area shall require the assent of sixty percent (60%) of the eligible votes of each class of the members.

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

ARTICLE III
RECREATIONAL FACILITIES

Section 1. Assessment to Include Amount for Payment of Pool Association Assessment. The Pool Association shall levy assessments against each homeowners' association member of the Pool Association, including Stone Creek Farms II, III and Village Homeowners' Association. The assessments provided for in Article V herein shall include an amount for the payment of the assessment levied by the Pool Association on this Association, and the Owner of a Lot shall be subject to such assessment whether or not the Owner chooses to use the Recreational Facilities.

Section 2. Right to Use Recreational Facilities. Should the Recreational Facilities be constructed, and should the Association be subject to levy of assessment by the Pool Association, the Owner of a Lot, and the members of the Owner's family, tenants or contract purchasers who reside on the Lot, may use the Recreational Facilities, subject to:

- (a) the right of the Pool Association to charge reasonable fees for the use or enjoyment of certain options that the Pool Association may make available to the Owner of a Lot, including but not limited to the following: rental of the Recreational Facilities for events, rental of lockers, towel fees or swim lessons;
- (b) the right of the Pool Association to adopt reasonable rules and regulations for the use of the Recreational Facilities;
- (c) the right of the Association to suspend the Owner's right to use of the Recreational Facilities for any period during which any assessment against the Owner's Lot remains unpaid;
- (d) the right of the Pool Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Association's published rules and regulations;
- (e) the right of the Pool Association to dedicate, sell, or transfer all or any part of the property upon which the Recreational Facilities are located for such purposes and

subject to such conditions as may be determined by the Pool Association, provided however, the dedication, sale or transfer of such property shall require the assent of sixty percent (60%) of the eligible votes of each class of the members of the Pool Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B members described below. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote shall be cast for the Lot.

Class B. The Class B members shall be Stone Creek Partners, L.L.C. and Select Homesites, Inc., or their respective assigns, if their rights have been specifically assigned as set forth within Article VI hereof. The Class B members shall be entitled to 100 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or at any earlier time at the sole discretion of Stone Creek Partners, L.L.C., provided however, in each instance of annexation, the developer of the annexed area shall be a Class B Member and entitled to 100 votes for each Lot owned which is located within the annexed area. The Class B membership established by the annexation shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or at any earlier time at the sole discretion of Stone Creek Partners, L.L.C.

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

Section 4. Annexations.

(a) Annexation by Stone Creek Partners, L.L.C. Any real property located within Section 25, Township 19 North, Range 14 East of the I.B.M., City of Tulsa, Tulsa County, Oklahoma, which is hereafter platted for single family residential purposes by Stone Creek Partners, L.L.C., Select Homesites, Inc., or an affiliated entity, may, in whole or in part, be annexed to the geographic jurisdiction of the Association by Stone Creek Partners, L.L.C. without approval of the Association or its members.

(b) Membership. Upon such annexation, the owners of the single family residential lots included within the annexed subdivision shall be deemed Members of the Association.

(c) Common Area. Upon such annexation, the common areas established within the plat of the annexed subdivision shall be included within the Common Area of the Association.

(d) Assent. Annexation, except as set forth within paragraph (a), shall require the assent of fifty-one percent (51%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum. Annexation requiring assent of the members shall be considered at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than twenty (20) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members and/or holders of proxies entitled to vote sixty percent (60%) of the eligible votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within thirty (30) days thereafter deliver written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

(f) Acceptance. Annexation shall be evidenced by a written acceptance of annexation executed by the owners of the annexed property and filed of record in the office of the County Clerk of Tulsa County, Oklahoma.

(g) Commencement of Assessments - Annexed Properties. With respect to all properties hereafter annexed into the geographic jurisdiction of the Association, the assessments provided for within Article V hereof shall commence upon annexation. Notwithstanding the foregoing provisions, the developer of the annexed area may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date and setting forth the developers' assumption of the obligation and cost of maintenance of the Common Area within the annexed property

until the deferred date of commencement of assessments.

ARTICLE V
ASSESSMENTS

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

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

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners of the Lots, and to that end, the assessments may be used for the improvement and maintenance of the Common Area and the facilities thereon situated; for administrative costs of the Association; for payment of any assessment levied against the Association by the Pool Association; and for the proportionate cost of improvement and maintenance of stormwater detention facilities serving the subdivisions whose owners are members of the Association as well as certain other subdivisions located in Section 25, Township 19 North, Range 14 East, Tulsa County, including the detention area to be located north of Stone Creek Farms III and the detention area to be located south of Stone Creek Farms Village.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be Seven Hundred Dollars (\$ 700.00) per Lot; provided however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or ten percent (10%), whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of Stone Creek Partners, L.L.C. (so long as it is the owner of at least one Lot), Select Homesites, Inc. (so long as it is the owner of at least one Lot), and sixty percent (60%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may

include an amount to establish a reserve fund for future maintenance of the Common Area based upon a projected budget adopted by the Board of Directors.

Section 4. Special Assessments for Capital Improvements - Common Area. In addition to the annual maintenance assessments set forth within Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided however, any such assessment shall require the assent of Stone Creek Partners, L.L.C. (so long as it is the owner of at least one Lot), Select Homesites, Inc. (so long as it is the owner of at least one Lot), and sixty percent (60%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Pool Association Special Assessments for Capital Improvements. In addition to the annual maintenance assessments set forth within Section 3 above, and special assessments set forth within Section 4 above, if the Pool Association should levy a special assessment for capital improvements within Pool Association properties, this Association shall levy a special assessment for the purpose of paying the Pool Association special assessment.

Section 6. Notice and Quorum. Written notice of any meeting for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 20 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 7. Commencement of Annual Assessments. The annual assessments for each residential lot within Stone Creek Farms II and Stone Creek Farms Village has commenced. The annual assessment for each residential lot within Stone Creek Farms III shall commence upon the conveyance of the first lot therein by Stone Creek Farms, L.L.C. Annual assessments for any properties hereafter annexed into the geographic jurisdiction of the Association shall commence at the time set forth in Article IV, Section 4, and shall be adjusted based on the number of months remaining in the calendar year. Subsequent annual assessments shall be based on the calendar year commencing on January 1. Notwithstanding the foregoing provisions, the developer of the annexed area may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date and setting forth the developer's assumption of the obligation and cost of the area's proportionate share of the maintenance of the Common Area until the deferred date of commencement of assessments.

Section 8. Establishment of the Amount of Assessment. The Board of Directors of the Association shall fix the amount of the first annual assessment at least 30 days prior to the commencement date, or at least 30 days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each Lot at least 30 days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

Section 9. Certificate of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Nonpayment Remedies. An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, non-use of the Recreational Facilities or abandonment of his Lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceedings and the sale of such Lot pursuant to execution of judgment.

Section 11. Subordination of the Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Lot from the lien for assessments thereafter becoming due.

Section 12. Exempt Property. Properties dedicated to and accepted by a local public authority or conveyed to a public utility shall be exempt from assessments.

ARTICLE VI
COMMON AREA IMPROVEMENTS AND EASEMENT

Section 1. Common Area Improvements. Stone Creek Partners, L.L.C., pursuant to the development of Stone Creek Farms II and Stone Creek Farms III, and Select Homesites, Inc., pursuant to the development of Stone Creek Farms Village, and the developer of any other single family residential subdivision which is annexed into the jurisdiction of the Association as herein set forth, with respect to said annexed subdivision, may make customary and reasonable improvements to the Common Area and to the area conveyed to, or reserved for conveyance to, the Pool Association, but each of said parties specifically disclaims any obligation to make particular or specified improvements. Each owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in the deed shall be deemed to have accepted such improvements to the Common Area and to the area conveyed to, or reserved for conveyance to, the Pool Association, as existing as of the date of acceptance of the deed.

Section 2. Common Area and Pool Association Property Easement. Stone Creek Partners, L.L.C., with respect to Stone Creek Farms II and Stone Creek Farms III; Select Homesites, Inc., with respect to Stone Creek Farms Village; and the developer of any other single family residential subdivision which is annexed into the jurisdiction of the Association as herein set forth, with respect to said annexed subdivision; herein reserve during the period of development of the respective subdivision, the right and easement to enter upon the Common Area of said subdivision, and upon the area within said subdivision conveyed to, or reserved for conveyance to, the Pool Association, at said party's cost, to construct, repair, and maintain improvements.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with any provision of the Deed of Dedication which accompanied the recorded plat of Stone Creek Farms II, the Deed of Dedication which accompanied the recorded plat of Stone Creek Farms Village, the Deed of Dedication which accompanied the plat of Stone Creek Farms III, or the Deed of Dedication accompanying the plat of any single family residential subdivision hereafter annexed into the jurisdiction of the Association, or respective amendments thereof, the provisions of this Declaration shall control.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

Section 3. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Assignability of Rights of Declarant. The rights of Stone Creek Partners, L.L.C. and Select Homesites, Inc. herein established shall inure to the respective successors or assigns if either of them should convey to a third party more than one Lot, with the result that the grantor no longer owns a Lot, and the grantor expressly assigns such rights to the grantee in a recorded deed or other recorded document.

Section 5. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land and to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date this Declaration is recorded, unless terminated or amended as hereinafter provided. This Declaration may be amended or terminated at any time and from time to time, by a written instrument signed and acknowledged by Stone Creek Partners, L.L.C. during such period that Stone Creek Partners, L.L.C. is the record owner of at least 1 Lot, or alternatively, by a written instrument adopted by a vote of 60% of each class of the members and signed by the owners of the Lots consenting to the vote. In the event of any conflict between an amendment or termination properly executed by Stone Creek Partners, L.L.C. (during its ownership of at least 1 Lot) and any amendment adopted by a vote of 60% of each class of the members, the instrument executed by Stone Creek Partners, L.L.C. shall prevail. An instrument amending this Declaration shall be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

IN WITNESS WHEREOF, Stone Creek Partners, L.L.C. and Select Homesites, Inc. have executed this instrument the date first above written.

STONE CREEK PARTNERS, L.L.C.,
an Oklahoma limited liability company

By *M. David Gibson*
M. David Gibson, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 28 day of November, 2006, by M. David Gibson as Manager of STONE CREEK PARTNERS, L.L.C., an Oklahoma limited liability company.

Barbara J. Jenkins
Notary Public

My commission expires: _____
Notary Public Oklahoma
OFFICIAL SEAL
BARBARA J. JENKINS
TULSA COUNTY 0107313
Commission Expires 11/13/2009
My commission number _____

SELECT HOMESITES, INC.
an Oklahoma corporation

By *Darrell Jenkins*
Darrell Jenkins, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 28 day of November, 2006, by Darrell Jenkins as President of Select Homesites, Inc., an Oklahoma corporation.

Barbara J. Jenkins
Notary Public

My commission expires: _____
Notary Public Oklahoma
OFFICIAL SEAL
BARBARA J. JENKINS
TULSA COUNTY 0107313
Commission Expires 11/13/2009
My commission number _____
113006 JHV