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DEED OF DEDICATION AND RESTRICTIVE  
COVENANTS

Dated: March 23, 1994

Filed: March 29, 1994 at 3:09 PM

Plat No. 4987

## STONE MILL

Part of the NW/4 Section 9, T 18 N, R 14 E,  
Tulsa County, State of Oklahoma  
P.U.D. No. 72

## STONE MILL

PUD 72

## DEED OF DEDICATION

AND

RESTRICTIVE COVENANTS

## KNOW ALL MEN BY THESE PRESENTS:

SELECT HOMESITES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

Part of the Northwest Quarter (NW/4), Section 9, Township 18 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof in the City of Broken Arrow, County of Tulsa, State of Oklahoma, more particularly described as follows:

Beginning at a point on the West line of said NW/4, said point lying 734.58 feet South of the Northwest corner thereof; thence Due East and parallel to the North line of said NW/4 a distance of 660.01 feet to a point; thence  $N0^{\circ}15'01''E$  and parallel to the West line of said NW/4 a distance of 495.83 feet to a point lying 238.75 feet South of the North line thereof; thence Due East a distance of 657.03 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4); thence  $S0^{\circ}15'57''W$  along said West line a distance of 386.00 feet to a point; thence Due East a distance of 500.00 feet to a point; thence  $N0^{\circ}15'57''E$  a distance of 354.75 feet to a point; thence Due East a distance of 432.00 feet to a point; thence

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Guaranty Abstract Company

G 654

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#36695

-2-

N0°15'57"E a distance of 270.00 feet to a point on the North line of said NW/4; thence Due East along said North line a distance of 368.60 feet to a point lying 16.50 feet West of the Northeast corner of said NE/4 NW/4; thence S0°16'53"W and parallel to the East line thereof a distance of 1320.49 feet to a point on the South line of said NE/4 NW/4; thence N89°59'07"W along said South line a distance of 1301.81 feet to the Southwest corner of said NE/4 NW/4; thence S0°15'57"W along the East line of the West Half of the Northwest Quarter (W/2 NW/4) a distance of 1320.15 feet to the Southeast corner thereof; thence N89°58'14"W along the South line of said W/2 NW/4 a distance of 1314.81 feet to the Southwest corner thereof; thence N0°15'01"E along the West line of said W/2 NW/4 a distance of 1905.05 feet to the point of beginning, containing 94.5889 acres more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "STONE MILL", a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma.

#### SECTION I. STREETS, EASEMENTS AND UTILITIES

##### A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u.e." or "utility easements", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the streets and utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to

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Guaranty Abstract Company

G 665

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#36695

-3-

prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the most Northerly, most Southerly, most Easterly and the most Westerly perimeter boundaries of the subdivision if located within the public street and utility easements herein established. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easementways dedicated for general utility services and in the rights-of-way of the public streets and the private streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise 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 facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this Paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service

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Guaranty Abstract Company

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#36695

-4-

and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the owner's lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the utility easement areas depicted on the accompanying plat, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, including valve boxes, fire hydrants and manholes shall be adjusted to the altered ground elevations, by the owner of the lot or at its election, the City of Broken Arrow, Oklahoma may make such adjustment at the owner of the lot's expense.
3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Surface Drainage

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. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph D shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

E. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress

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#36695

-5-

or egress from any portion of the property adjacent to Kenosha (East 71st Street South) and Olive (South 129th East Avenue) within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

F. Paving and Landscaping Within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. Temporary Turnaround Easement

The Owner/Developer does hereby dedicate for use by all governmental vehicles providing utility service to the subdivision a temporary easement on, over and across Lot 7, Block 9 as depicted on the accompanying plat as "ACCESS ESM'T" for the purposes of permitting governmental and utility services vehicles as above described to turn around to and from West Elgin Street, provided however, the temporary easement shall terminate upon the connection of West Elgin Street to future public street right-of-way located within the property abutting the East boundary of Block 9 and Block 10 of Stone Mill.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Stone Mill was submitted as a planned unit development (designated as PUD No. 72) as provided within Section 3 of Ordinance 1560 of the City of Broken Arrow, Oklahoma (Broken Arrow Zoning Code), as the same existed on August 3, 1992, which PUD No. 72 was approved by the Broken Arrow Planning Commission on July 23, 1992 and by the Council of the City of Broken Arrow, Oklahoma, on August 3, 1992; and

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding

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Guaranty Abstract Company

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#36695

-6-

upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land

1. The development of Stone Mill shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code, as the same existed on August 3, 1992 or as subsequently amended.
2. All lots except Lot 25, Block 1 shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.
3. Lot 25, Block 1 is reserved for future dedication of a public street right-of-way connecting West Hartford Street to the future extension of a public street anticipated to be dedicated within the property abutting the North boundary of Lot 25, Block 1 (the "Abutting Property"), provided however, in the event the Council of the City of Broken Arrow shall by resolution determine that the residential development of the Abutting Property will not occur, then in such event, the reservation shall terminate and Lot 25, Block 1 shall thereafter be known and described as a residential lot and shall be limited to use for detached single-family residence and purposes.
4. The number of dwellings within the subdivision shall not exceed 234.
5. Reserve "A", Reserve "B", Reserve "C", Reserve "D" and Reserve "E" shall be limited to use for utilities, stormwater drainage facilities, open space, landscaping and/or recreation and pipelines and appurtenances located within existing pipeline easements and are reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV, hereof.

B. Fronting and Access Limitation

Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines, if differing building setback lines have been established on the lot.

C. Yards and Setbacks

1. Street Setback. No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat unless subsequently modified by the Broken Arrow Planning Commission.
2. Side Yard. The minimum side yard shall not be less than the greater of 5 feet in width or the width of any utility easement located within the lot

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Guaranty Abstract Company

G 669

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#36695

-7-

and along the side lot line, and in the aggregate, side yards shall not be less than 10 feet in width.

3. Rear Yard. The rear yard shall not be less than 20% of the lot depth. Customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 5 feet to any lot line.
4. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

D. Building Height

No building shall exceed 2½ stories or 35 feet in height.

E. Side Yard Access Easement

Upon the accompanying plat, there is designated by symbol dots ("w") the common side lot line (hereinafter referred to as the "Access Lot Line") of certain adjoining lots. The Owner/Developer herein grants and establishes a nonexclusive perpetual access easement 10 feet in width extending along and centered upon the Access Lot Line for the limited purposes of providing each adjoining lot access to the rear of the lot which might otherwise be precluded. Each lot adjoining an Access Lot Line shall be deemed both a benefitted lot and a burdened lot. The access easement shall be subject to the following limitations:

1. Within the easement area, no building, heating and air conditioning equipment or other improvements shall be constructed or erected which would prohibit reasonable and effective access by the owner of the benefitted lot, provided, however, nothing herein shall prohibit walks, landscaping, or customary fences.
2. The owner of the benefitted lot shall have the right to enter upon the easement area to the extent reasonably necessary to gain access to the rear of the benefitted lot for construction and maintenance purposes and the right of entry shall be exercised in a manner to minimize interference with the owner of the burdened lot and shall be preceded by reasonable notice, provided that in cases of emergency, the right of entry shall be immediate.
3. The owner of the benefitted lot shall indemnify the owner of the burdened lot for all damage to the easement area within the burdened lot resulting from the use of the easement area by the owner of the benefitted lot and without limitation, shall forthwith upon completion of the activity which necessitated entry upon the access area, restore the easement area within the burdened lot to its condition preceding entry, including repair or replacement of fencing and landscaping.

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Guaranty Abstract Company

G 670

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#36695

-8-

4. The owner of the burdened lot shall be held harmless from any liability arising from the use and enjoyment of the easement area by the owner of the benefitted lot.

F. Definitions

In the event of ambiguity of any word or term set forth in Subsections A, B, C, D or E of Section II., the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on August 3, 1992, or as subsequently amended.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Architectural Committee - Plan Review

1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Select Homesites, Inc., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a

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#36695

-9-

warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

3. The powers and duties of the Architectural Committee shall, on the 1st day of January, 1998, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

B. Floor Area

Single story dwellings shall have a minimum of 1600 square feet of living area. Multi-story dwellings shall have a minimum of 1600 square feet of living area, provided however, the first floor shall have a minimum of 1000 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways.

C. Garages

An attached garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

The exterior surface of first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction.

F. Windows

Aluminum windows having a mill finish are prohibited.

G. Roof Pitch

No dwelling shall have a roof pitch of less than 6/12, provided however, the

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Guaranty Abstract Company

G 672

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#36695

-10-

Architectural Committee may, in the particular instance and upon written request, approve a waiver of restrictions to permit a dwelling having a flat roof area equal to no more than 20% of the area covered by all roof surfaces.

H. Roofing Materials

Roofing shall be self-sealing composition roofing shingles (not less than 225# and weathered wood in color), provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. On-site Construction

No residence built off-site built shall be moved or placed onto any lot.

J. Outbuildings

Outbuildings are prohibited.

K. Swimming Pools

Above ground swimming pools are prohibited.

L. Fencing

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 end corner of the residence, provided however, on corner lots fencing may extend to within 12½ feet of the street right-of-way forming a side yard boundary of the lot. Fences shall be of wood, brick, stucco or stone. Chain link, barbed wire, meshed and other metal fencing are prohibited. No fence shall exceed 6 feet in height. Notwithstanding the foregoing provisions, fences shall be constructed in accordance with the provisions of Subsection 11.3 of Section 11 of Article VIII of the Broken Arrow Zoning Code.

M. Perimeter Fencing

The Owner/Developer herein reserves and herein grants to the homeowners' association to be formed pursuant to Section IV, a perpetual easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to South 129th East Avenue (Olive) and East 71st Street South (Kenosha) within the fence easements depicted on the accompanying plat as "F/E".

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#36695

-11-

N. Antennas

Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

O. Lot Maintenance

No inoperative vehicle or machinery shall be stored on any lot and each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

P. Recreational Vehicles

Boats, trailers, campers and other large recreational equipment shall not be stored on any lot except within an enclosed garage.

Q. Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited and no exposed garbage can, trash can or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.

R. Mailboxes

As long as a rural type mailbox is in use in Stone Mill for United States Postal Service, all mailbox pedestals shall conform in design to a specific plan to be approved by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from street level.

S. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

T. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

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Guaranty Abstract Company

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-12-

U. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

V. Materials and Storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

SECTION IV. HOMEOWNERS' ASSOCIATIONA. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed the Stone Mill Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of Stone Mill.

B. Membership

Every person or entity who is a record owner of the fee simple interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within Stone Mill. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot

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Guaranty Abstract Company

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-13-

owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the owners of lots within the subdivision, shall inure to the benefit of the homeowners' association provided for in Section IV., and shall inure to the benefit of the City of Broken Arrow, Oklahoma. The covenants within Section III. Private Building and Use Restrictions shall inure only to the benefit of owners of lots within the subdivision and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III., it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association, or the City of Broken Arrow to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III., it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. In any judicial action brought by the homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II. or Section III., 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.

B. Duration

These restrictions shall remain in full force and effect until January 1, \_\_\_\_\_ and shall automatically be continued thereafter for successive periods of 10 years, unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument

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-14-

signed and acknowledged by the Broken Arrow Planning Commission, or its successors with the approval of the City of Broken Arrow, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision. The covenants within Section III. Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least 10 lots within Stone Mill or alternatively, the covenants within Section III. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

D. 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 of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: SELECT HOMESITES, INC., an Oklahoma corporation, has executed this instrument this 23rd day of March, 1994.

(CORPORATE SEAL)  
 ATTEST: James H. Beale,  
 Secretary

SELECT HOMESITES, INC.,  
 an Oklahoma corporation  
 BY: Darrell G. Jenkins,  
 President

STATE OF OKLAHOMA )  
 ) ss.  
 COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State on this 23rd day of March, 1994, personally appeared Darrell G. Jenkins, to me known to be the identical person who subscribed the name of the maker thereof as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation, SELECT HOMESITES, INC., for the uses and purposes therein set forth.

(SEAL) Barbara J. Jenkins,  
 Notary Public

My commission expires: November 13, 1997

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-15-

CERTIFICATE OF SURVEY

I, Jack C. Cox, a Registered 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 Mill", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a true and correct representation of the survey.

Jack C. Cox,  
Registered Professional Land Surveyor,  
#531 (SEAL)

STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF TULSA )

This instrument was acknowledged before me this 23rd day of March, 1994, by Jack C. Cox, for the uses and purposes therein set forth.

(SEAL) Dianna W. Henry,  
Notary Public

My commission expires: January 13, 1994

C E R T I F I C A T E

As provided in Title 11, Chapter 15, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$8,909.00 per trust receipt No. 8537 to be applied to 1994 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 1994 taxes in full but is given in order that this plat may be filed of record. 1994 taxes could exceed the amount of the security deposit.

Dated March 29, 1994.

JOHN F. CANTRELL  
TULSA COUNTY TREASURER

BY: Rogena Perkins,  
Deputy

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-16-

APPROVED 3-7-94 by the City Council of the  
City of Broken Arrow, Oklahoma.

James C. Reynolds,  
Mayor

Brenda Rinehart,  
Attest: City Clerk

PLAT HERETO ATTACHED.

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DECLARATION OF COVENANTS AND RESTRICTIONS STONE MILL

Dated: July 27, 1994  
Filed: July 27, 1994 at 2:39 PM  
Recorded in Book 5644 Page 2100-2122

DOC # 94082897

PAGE 23 B/P 5644/2100-2122

DECLARATION OF COVENANTS AND RESTRICTIONS  
STONE MILL

THIS DECLARATION made this 27<sup>th</sup> day of July, 1994, by SELECT HOMESITES, INC., an Oklahoma corporation, hereinafter referred to as "Declarant" and the owners hereinafter identified and referred to as "Other Owners".

WITNESSETH:

WHEREAS, Declarant is the owner of:

Lots 20 thru 89, Block 1; Lots 1 thru 17, Block 2; Lots 1 thru 16, Block 3; Lots 1 thru 9, Block 4; Lots 1 thru 20, Block 5; Lots 1, 6 and 7, Block 6; Lots 1 thru 12, Block 7; Lots 1 and 2, Block 8; Lots 1 thru 8, Block 9; Lots 1 thru 5, Block 10; Lots 1 thru 8, Block 11; Lots 1 thru 25, Block 12; Lots 1 thru 9, Block 13; Lots 1 thru 3, Block 14; Lots 1 and 2, Block 15; and Lots 1 and 2, Block 16 (single family lots)

AND

Reserve "A", Reserve "B", Reserve "C", Reserve "D" and Reserve "E" (common open space)

AND

Beale Company Builders, Inc., an Oklahoma corporation, is the owner of:

Lot 6, Block 1 and Lots 4 and 5, Block 6 (single family lots)

AND

Boos Builders, Inc, an Oklahoma corporation, is the owner of:

Lots 3, 5 and 8, Block 1 (single family lots)

AND

Plat # on 3rd Page

5644 2101

Classic Properties, Inc., an Oklahoma corporation, is the owner of:

Lots 9 and 18, Block 1 and Lot 3,  
Block 6 (single family lots)

AND

Concept Builders, Inc., an Oklahoma corporation, is the owner of:

Lots 4, 12 and 17, Block 1 (single  
family lots)

AND

Mike Fretz, Inc., an Oklahoma corporation, is  
the owner of:

Lots 2, 11 and 14, Block 1 (single  
family lots)

AND

David Gibson, Inc., an Oklahoma corporation,  
is the owner of:

Lots 1, 7 and 15, Block 1 (single  
family lots)

AND

Ferry Heed Properties, Inc., an Oklahoma  
corporation, is the owner of:

Lots 13 and 19, Block 1 and Lot 2,  
Block 6 (single family lots)

AND

Sterling Homes, Inc., an Oklahoma corporation,  
is the owner of:

Lot 10 and Lot 16, Block 1 (single  
family lots)

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All the above described single family lots and Reserves being located within Stone Mill, a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma, recorded as Plat No. 4987 in the records of the County Clerk of Tulsa County, Oklahoma (hereinafter referred to as "Stone Mill" or as the "Property").

the above identified owners, with the exception of the Declarant, being hereinafter referred to as the Other Owners.

WHEREAS, the Declarant and the Other Owners collectively own all of the single family lots and Reserves within Stone Mill.

WHEREAS, the Declarant and the Other Owners intend that Stone Mill shall be held, sold, and conveyed subject to covenants and restrictions as hereinafter set forth.

THEREFORE, Declarant and the Other Owners hereby declare that Stone Mill 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 single family lots within Stone Mill, and which shall be covenants running with the land, and shall be binding on all persons having any right, title or interest in the properties comprising Stone Mill, their heirs, successors and assigns, and shall inure to the benefit of each owner of a single family lot as above described.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Stone Mill Homeowners' Association, Inc., its successors and assigns.

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

Section 3. "Properties" or "Stone Mill" shall mean and refer to the real property above described, and such annexations and additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property 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:

Reserve "A", Reserve "B", Reserve "C" Reserve "D" and Reserve "E" and the perimeter fencing easements heretofore established within the Deed of Dedication of the recorded plat of Stone Mill.

Section 5. "Lot" shall mean and refer to any single family lot shown upon the recorded subdivision plat of Stone Mill, and any single family lot shown upon a recorded subdivision plat of any property hereafter annexed within the jurisdiction of the Association.

Section 6. "Declarant" shall mean and refer to Select Homesites, Inc., its successors and assigns, if such successors or assigns should acquire all of the lots within Stone Mill then owned

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by Select Homesites, Inc., and the lots so acquired exceed ten (10) in number.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every 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 every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate 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 agreed to by the Association. A dedication or transfer of Common Area by the Association shall require the assent of two-thirds (2/3rds) of each class of members.

Section 2. Delegation of Use. The owner of a Lot may delegate, in accordance with the adopted By-Laws of the Association, his right of use and enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Lot.

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ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant, and shall be entitled to four votes for each Lot owned.

ARTICLE IV  
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant for each Lot owned within Stone Mill, hereby covenants, and each Owner of a Lot within Stone Mill 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, which may include a reserve for future repair and replacement of capital improvements
- (b) special assessments for capital improvements

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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, welfare and quality of life of the residents in Stone Mill and for the improvement and maintenance of the Common Area and the facilities thereon situated.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be Two Hundred Fifty Dollars (\$250) 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 five percent (5%), 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

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those above provided for shall require the assent of two-thirds (2/3rds) of the eligible votes of each class of 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized 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 that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. 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 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2)

B

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Guaranty Abstract Company

692

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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 two-thirds (2/3rds) of the membership do not assent at the time of the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot; provided, however, the first annual assessment for each Lot shall be adjusted based on the number of months remaining in the calendar year.

Section 7. Commencement of Annual Assessments. The annual assessments for each Lot shall commence on the 1st day of August, 1994. Notwithstanding the foregoing provisions, the Declarant may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date and setting forth the Declarant's assumption of the obligation and cost of 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

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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 of Assessments; Remedies of the Association. 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

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rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceeding and the sale of such Lot pursuant to execution of judgment.

Section 11. Subordination of the Lien to Mortgages. 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, and the Common Area, shall be exempt from assessments.

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ARTICLE V  
ANNEXATIONS

Section 1. The real property described within the attached Exhibit "A" and the attached Exhibit "B" may, in whole or in part, be annexed to the geographic jurisdiction of the Association by the Declarant without approval of the Association or its members; provided, however, that the property to be annexed is platted for residential purposes.

Section 2. Annexation of real property, except as above described, shall require the assent of two-thirds (2/3rds) of each class of members.

Section 3. 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 30 nor more than 60 days in advance of the meeting. The presence of 60% of the membership required to assent shall constitute a quorum, but in the event two-thirds (2/3rds) of each class of members do not assent at the time of the meeting, members not present may within 30 days thereafter deliver written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting in favor of annexation.

Section 4. Upon satisfaction of the prerequisites for annexation of additional lands, the annexation shall be evidenced by notice of annexation executed by the owners of the annexed lands and filed of record in the office of the County Clerk of Tulsa.

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County, Oklahoma. The notice shall describe the lands annexed and shall provide that the lands are subject to the covenants, conditions, and restrictions set forth in this Declaration.

ARTICLE VI  
MERGERS AND CONSOLIDATION

Section 1. Merger or consolidation shall require the assent of two-thirds (2/3rds) of each class of members.

Section 2. Merger or consolidation 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 thirty (30) nor more than sixty (60) days in advance of the meeting. The presence of sixty percent (60%) of the membership required to assent shall constitute a quorum, but in the event two-thirds (2/3rds) of each class of members do not assent at the time of 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 in favor of merger or consolidation, as the case may be.

ARTICLE VII  
RESERVATION OF DECLARANT

Section 1. Common Area Easement. The Declarant herein reserves the right and easement to enter upon the Common Area and, at Declarant's cost, to construct, repair, and maintain improve-

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wants; provided, however, the right and easement above set forth shall terminate January 1, 1997.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with any provision of the Certificate of Dedication which accompanied the recorded plat of Stone Mill, or amendment 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.

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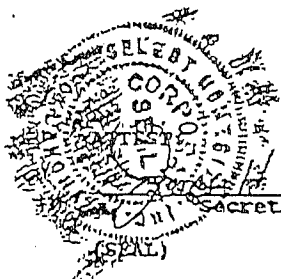
Section 4. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time, whether during or after the first twenty (20) year period by an instrument signed by the owners of more than fifty-one percent (51%) of the Lots. 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, Declarant and the Other Owners have executed this instrument to be effective the date first above written.

DECLARANT

SELECT HOMESITES, INC., an Oklahoma corporation

By *[Signature]*  
 President

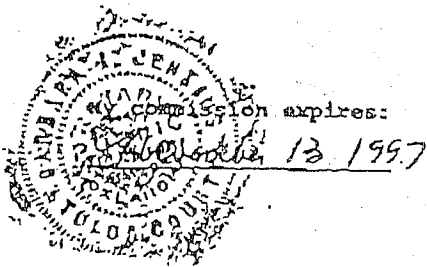


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STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF TULSA   )

Before me, the undersigned, a Notary Public in and for said County and State on this 27<sup>th</sup> day of July, 1994, personally appeared Dale E. Jenkins, to me known to be the identical person who subscribed the name of the maker thereof as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation, SELECT HOMESITES, INC., for the uses and purposes therein set forth.

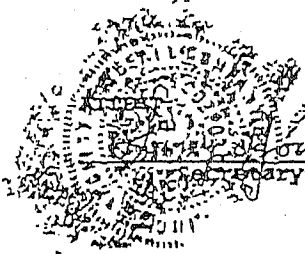
Barbara J. Jordan  
Notary Public



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OTHER OWNERS

BEALE COMPANY BUILDERS, INC., an Oklahoma corporation

  
Secretary


James H. Beal  
President

BOOS BUILDERS, INC., an Oklahoma corporation

  
Secretary


[Signature]  
President

CLASSIC PROPERTIES, INC., an Oklahoma corporation

  
Secretary

Joseph D. [Signature]  
President

CONCEPT BUILDERS, INC., an Oklahoma corporation

  
Secretary

[Signature]  
President

5644 2118

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

This instrument was acknowledged before me this 27<sup>th</sup> day of July, 1994, by James H. Beale, as President of Beale Company Builders, Inc., an Oklahoma corporation.

Barbara J. Jerline  
Notary Public

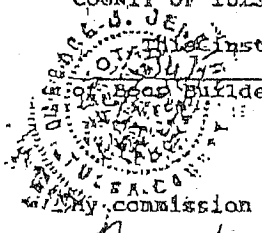


My commission expires: November 13 1997

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

This instrument was acknowledged before me this 27<sup>th</sup> day of July, 1994, by Craig Boos, as President of Boos Builders, Inc., an Oklahoma corporation.

Barbara J. Jerline  
Notary Public

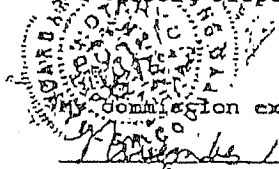


My commission expires: November 13 1997

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

This instrument was acknowledged before me this 27<sup>th</sup> day of July, 1994, by Joseph D. Hoop, as President of Classic Properties, Inc., an Oklahoma corporation.

Barbara J. Jerline  
Notary Public



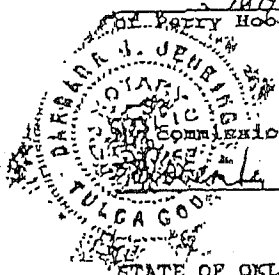
My commission expires: November 13 1997



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STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF TULSA    )

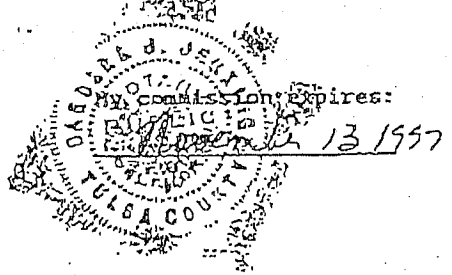
This instrument was acknowledged before me this 27<sup>th</sup> day of July, 1994, by Perry Hood, as President of Perry Hood Properties, Inc., an Oklahoma corporation.



Barbara J. Jordan  
Notary Public

STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF TULSA    )

This instrument was acknowledged before me this 27<sup>th</sup> day of July, 1994, by Darrell L. Terhaar, as President of Sterling Homes, Inc., an Oklahoma corporation.



Barbara J. Jordan  
Notary Public

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## EXHIBIT "A"

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>) OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, SAID POINT BEING 662.09 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89°59'56" WEST A DISTANCE OF 1,318.13 FEET TO A POINT ON AN EASTERLY LINE OF "STONE MILL", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT# 4917), SAID LINE ALSO BEING THE WESTERLY LINE OF SAID SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, SAID POINT BEING 661.44 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0°15'57" EAST ALONG THE SAID WESTERLY LINE OF THE SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> AND SAID EASTERLY LINE OF "STONE MILL", A DISTANCE OF 658.71 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>; THENCE SOUTH 89°59'07" EAST ALONG THE NORTHERLY LINE OF SAID SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, SAID LINE ALSO BEING A SOUTHERLY LINE OF SAID "STONE MILL", A DISTANCE OF 1,318.31 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>; THENCE SOUTH 0°16'53" WEST ALONG THE EASTERLY LINE OF SAID SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, A DISTANCE OF 658.40 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 868,111 SQUARE FEET,  
OR 19.929 ACRES, MORE OR LESS.

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EXHIBIT "B"

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF "STONE MILL", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT # 4987), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID NW/4 SW/4; THENCE SOUTH 89°58'14" EAST ALONG THE SOUTH LINE OF SAID "STONE MILL" AND THE NORTH LINE OF SAID NW/4 SW/4, A DISTANCE OF 862.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°58'14" EAST, A DISTANCE OF 452.47 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID "STONE MILL" AND THE NORTHEAST CORNER OF SAID NW/4 SW/4; THENCE SOUTH 0°15'57" WEST ALONG THE EAST LINE OF SAID NW/4 SW/4, A DISTANCE OF 989.81 FEET TO A POINT; THENCE NORTH 89°57'34" WEST A DISTANCE OF 657.27 FEET TO A POINT; THENCE NORTH 0°15'29" EAST A DISTANCE OF 769.12 FEET TO A POINT; THENCE NORTH 39°48'24" EAST A DISTANCE OF 170.39 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 96.84 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 89.56 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 625,104 SQUARE FEET,  
OR 14.350 ACRES, MORE OR LESS.

OFFICE COPY

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#123911

STONE MILL AMENDMENT OF DEED OF DEDICATION AND RESTRICTIVE COVENANTS

Dated: December 1, 1994  
Filed: December 7, 1994 at 3:52 PM  
Recorded in Book 5676, Page 2629-2631

STONE MILL  
AMENDMENT OF DEED OF DEDICATION  
AND RESTRICTIVE COVENANTS

THIS AMENDMENT made this 1st day of December, 1994,  
by SELECT HOMESITES, INC., an Oklahoma corporation (hereinafter  
referred to as "Select").

WITNESSETH:

WHEREAS, certain covenants and restrictions applicable to the  
single family lots within the subdivision commonly known as Stone  
Mill and more particularly described as follows:

STONE MILL, a subdivision in the city of  
Broken Arrow, Tulsa County, Oklahoma,  
according to the recorded plat (#4987)  
thereof;

[the lots located within Stone Mill being  
hereinafter referred to as the "Lots"]

have heretofore been established by instrument entitled "Deed of  
Dedication and Restrictive Covenants" constituting the dedicatory  
instrument accompanying the plat of Stone Mill recorded as plat  
#4987 in the office of the County Clerk of Tulsa County, Oklahoma  
(hereinafter referred to as the "Deed of Dedication").

WHEREAS, the Deed of Dedication made provision for amendment  
by the owners of seventy-five percent (75%) of the Lots.

WHEREAS, Select is the developer of Stone Mill and is the  
owner of more than 75% of the lots within Stone Mill.

WHEREAS, Select's ownership includes but is not limited to the  
following described Lots:

Lots 1 thru 12, Block 7; Lots 1 and 2, Block  
8; Lots 1 thru 8, Block 9; Lots 1 thru 5,  
Block 10; Lots 1 thru 8, Block 11; Lots 1 thru  
25, Block 12; Lots 1 thru 9, Block 13; Lots 1  
thru 3, Block 14; Lots 1 and 2, Block 15; Lots  
1 and 2, Block 16 (hereinafter referred to as  
the "Amended Lots")

WHEREAS, certain restrictions established within the Deed of  
Dedication, applicable to the "Amended Lots" should be amended to  
facilitate the further development and marketing of Stone Mill.

THEREFORE:

- I. Amendment of Deed of Dedication. Select herein amends the  
Deed of Dedication as follows, provided however, the

-continued-

Guaranty Abstract Company

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provisions and amendments herein set forth shall be limited to and applicable only to the Amended Lots:

- (i) Subsection B. of Section III. PRIVATE BUILDING AND USE RESTRICTIONS is hereby amended as follows:

"B. Floor Area

Single story dwellings shall have a minimum of 1800 square feet of living area. Multi-story dwellings shall have a minimum of 2000 square feet of living area, provided however, the first floor shall have a minimum of 1200 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways."

- (ii) Subsection H. of Section III. PRIVATE BUILDING AND USE RESTRICTIONS is hereby amended as follows:

"H. Roofing Materials

Roofing shall be self-sealing composition roofing shingles (not less than 225¢ and weathered wood in color) and shall be equal to or exceed the quality of the composition shingle known as "Heritage II", provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described."

- (iii) Subsection R. of Section III. PRIVATE BUILDING AND USE RESTRICTIONS is hereby amended as follows:

"R. Mailboxes

As long as mail service in Stone Hill is curbside, mailboxes including pedestals shall be of ornamental iron and of Victorian design and shall conform to a specific design to be adopted by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway which borders the largest

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Guaranty Abstract Company

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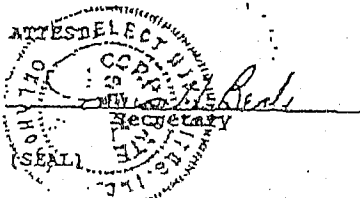
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continuous lot area. The top of the mailbox shall be 44 1/2 inches from ground level."

II. Conflicting Provisions. Except as specifically above amended, the covenants and restrictions established by the Deed of Dedication shall remain effective; provided however, in the event of any conflict or ambiguity, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, Select Homesites, Inc. has executed this instrument to be effective upon its proper recording in the office of the County Clerk of Tulsa County, Oklahoma.

SELECT HOMESITES, INC., an Oklahoma corporation



By [Signature]  
President

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 1st day of December, 1994, personally appeared BARBARA J. SPEDDEN, to me known to be the identical person who subscribed the name of the maker thereof as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation, SELECT HOMESITES, INC., for the uses and purposes therein set forth.

[Signature]  
Notary Public  
My Commission expires:  
November 13 1997