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**OWNERS' DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made as of the 23rd day of November, 1999, by LEWIS B. AMBLER and W. LAYTON STEWART, Co-Trustees of the Trust created under Item Seven of the Will of Morris K. Ambler, dated November 21, 1986, as amended by Codicil dated October 8, 1990, and SCOTT K. AMBLER and MARTHA A. AMBLER, husband and wife.

WITNESSETH:

WHEREAS, the aforesaid, LEWIS B. AMBLER and W. LAYTON STEWART, Co-Trustees of the Trust created under Item Seven of the Will of Morris K. Ambler, dated November 21, 1986, as amended by Codicil dated October 8, 1990 (hereinafter referred to as "the Developers"), and SCOTT K. AMBLER and MARTHA A. AMBLER, husband and wife, are the owners of the land included and embraced in Stonebridge Addition to the City of Bartlesville, in Washington County, Oklahoma (hereinafter referred to, simply, as "STONEBRIDGE"), which they have heretofore platted into lots, streets, easements and common areas, as shown on the plat of STONEBRIDGE, heretofore filed for record on this 8th day of December, 1999, in Plat Envelope No. 512 of the records in the office of the County Clerk for Washington County, Oklahoma; and

WHEREAS, the land is being developed for residential purposes and the aforesaid plat dedicates to the public all of the streets, roads, lanes, courts and/or public rights-of-ways, of whatever name, shown thereon, and

BK 0930 Pg 1999

WHEREAS, the Developers, whose goal is to create a quality development where homes are compatible with neighboring properties, now desire to place certain restrictions on the numbered Lots shown on said plat, to preserve and enhance the values, desirability and attractiveness of said development and the improvements constructed thereon, all of which said restrictions shall be for their use and benefit and for the use and benefit of their future grantees, successors and assigns.

NOW, THEREFORE, in consideration of the premises, the Developers, for themselves, for their successors and assigns, and for their future grantees, hereby agree, declare and impose the following restrictions upon all of the land embraced in STONEBRIDGE to which it shall be incumbent upon their successors in title to adhere, and any person or corporation, hereinafter becoming the owner, or owners, either directly or through any subsequent transfer, of any property included in STONEBRIDGE, shall take, hold and convey the same subject to the following restrictions, subject to the right to alter or amend, as hereinafter provided.

ARTICLE I DEFINITIONS

A. **STONEBRIDGE PROPERTY OWNERS ASSOCIATION, Inc.**, is a non-profit corporation organized under Title 18, Section 1001 et.seq., of the Oklahoma Statutes, and is hereinafter referred to as "**the Association**". Each owner of a building site in STONEBRIDGE shall be a member of the Corporation in accordance with the By-Laws,

B. "**Developers**" shall mean LEWIS B. AMBLER and W. LAYTON STEWART, Co-Trustees of the Trust created under Item Seven of the Will of Morris K. Ambler, dated November 21, 1986, as amended by Codicil dated October 8, 1990.

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C. **"Street"** shall mean any street, road, lane, court and/or public way, of whatever name, which is shown on said plat of STONEBRIDGE.

D. **"Lot"** shall be any numbered lot as shown on the plat, or any tract or tracts of land as conveyed, which may consist of one or more adjacent numbered Lots as platted and upon which a Residence has been, is being, or will be, erected in accordance with the restrictions hereinafter set forth.

E. **"Owner"** shall be any person or corporation having record title, in fee simple, of any Lot, and, for the purposes of all obligations of the Owner hereunder, shall include all family members and tenants of such Owner and all of their guests and invitees.

F. **"Subdivision"** shall mean all of the above described Lots in STONEBRIDGE, all Common Areas, and all additional property which may hereafter be made subject hereto in the manner provided herein.

G. **"Common Areas"** shall mean street islands, bridges, entrances, monuments, berms and similar ornamental areas, sprinkler systems and landscaping constructed or installed by or for the Developers, and any easements related thereto, including all other similar areas and places, together with all improvements thereon (including any recreational facilities that may be constructed or erected), the use, benefit or enjoyment thereof being intended for all of the Owners within the platted addition.

H. **"Residence"** shall mean a single-family dwelling occupied by an Owner.

I. **"Screen"** or **"Screened"** shall mean to partition in a manner such that one cannot see through the partition.

J. **"Exterior Structure"** shall mean any structure erected or maintained on a Lot other than the Residence, or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, workshop, doghouse, dog-run or other animal shelter, outbuilding, fence, privacy Screen, boundary wall, bridge, patio enclosure, tennis court, swimming pool, hot tub, swing set, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

ARTICLE II USE OF LAND, SUBDIVIDING

A. None of the Lots hereby restricted may be improved, used or occupied, for other than single-family, private residential purposes, and no attached housing may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No trailer, or outbuilding erected on any Lot shall at any time be used for human habitation,

BK 0930 PG 2001

temporarily or permanently, nor shall any Residence of a temporary character be erected on any of such Lots; provided, however, that nothing herein shall prevent the Developers or others authorized by the Developers from erecting temporary buildings and using such temporary buildings for office, sales or storage purposes during the development of the Subdivision.

B. If an Owner owns contiguous Lots, they may be combined into a single homesite but only upon obtaining the prior written approval of the appropriate governmental bodies and the Architectural Committee (each such approved combination of Lots being called a "Combined Lot"); provided, however, (1) a Combined Lot shall be deemed only one Lot; (2) the Owner of each Combined Lot shall pay an annual assessment on each said lot but shall be entitled to the rights of only one Association membership in respect of all such Lots so combined. In addition, once two or more Lots have been so combined to form a Combined Lot they shall remain as such, and the Owner thereof shall not be permitted at any time to rent, sell or otherwise transfer or convey less than all of such Combined Lot.

ARTICLE III ARCHITECTURAL CONTROL

A. All plans and specifications for any Residence, swimming pool, fence, wall, or other Exterior Structure whatsoever to be erected upon, or moved onto, any Lot or part of said property, the proposed location thereof on any Lot or Lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any exterior remodeling, reconstruction, alteration, or additions to any Residence or other structure on any lot or part of said property shall be subject to and shall require approval in writing by the Architectural Committee before any such work is commenced or done.

B. In order to avoid unnecessary hardships, it is mandatory that all Owners contemplating works of construction, improvement, etc., shall submit, in duplicate, to the Architectural Committee at the outset, preliminary drawings, in order to obtain approval thereof, before causing preparation of detailed or complete drawings, plans and specifications or incurring substantial expenses in that regard. One set of preliminary plans shall be retained by the Architectural Committee.

C. Before anyone shall commence the construction, reconstruction, remodeling, addition or alteration of any Residence, swimming pool, wall, fence, or other structure whatsoever, there shall be submitted to the Architectural Committee two (2) complete sets of plans and specifications for said improvement, to include a site plan, floor plans and specifications for said improvement. No improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the

BK0930Pg2002

final plans, elevations and specifications therefor have received the written approval herein provided. Each site plan should indicate the location of the Residence, wall, fence, or other structure, proposed to be constructed, altered, placed or maintained.

D. The Architectural Committee shall approve or disapprove plans, specifications and details within fourteen (14) days from the receipt thereof. One set of said plans and specifications with the approval or disapproval endorsed thereon, shall be returned to the person submitting same; and the other copy thereof shall be retained by the Architectural Committee. In the event there be no action to approve or disapprove such plans and specifications and details within fourteen (14) days after the delivery thereof to the Architectural Committee, the provisions requiring approval of plans shall be deemed waived.

E. The Architectural Committee shall have the right to disapprove any plans, specifications and details in the event that such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color scheme of the proposed Residence or other structure is not in harmony with the general surroundings of such lot or with the adjacent structures, if the plans and specifications submitted are incomplete, or in the event the Architectural Committee deems the plans and specifications submitted to be incomplete, or in the event the Architectural Committee deems the plans and specifications, or any part thereof, to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the Owners hereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Architectural Committee.

F. Neither the Architectural Committee nor any architect or agent of the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

G. No buildings or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Architectural Committee.

ARTICLE IV RESIDENCES

The minimum square footage requirement for Residences shall be 3,000 square feet. Measurement of the living area shall be calculated exclusive of any breezeways, porches, attached garages, walks, driveways, swimming pool and bath, or pool, house. Each

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Residence must have a fully enclosed garage for not less than two vehicles. Such garages shall open only from the side, or rear, of the house and shall not open onto any street, nor shall any driveway be constructed that requires vehicles to back into any street. Garages shall have the same architectural treatment and be constructed of the same materials as the house proper.

ARTICLE V BUILDING MATERIAL REQUIREMENTS

No Residence may be of prefabricated or modular construction, commonly known as a modular home. Exterior walls of all Residences and all appurtenances thereto, and all outbuildings, shall be of stone, brick, stucco, wood shingles, wood siding and glass, or any combination thereof, or such other materials as may be deemed by the Architectural Committee in writing to be compatible therewith. Artificial, simulated and imitation materials are discouraged. Exterior concrete block, hardboard and/or metal or vinyl siding shall be prohibited. All windows shall be constructed of wood and glass. Aluminum or vinyl framed windows shall be prohibited. All roofs shall be covered with pre-colored concrete tile, clay tile, slate, cedar shakes, heavy composition or other material expressly permitted by the Architectural Committee. All exterior basement foundations and walls which are exposed above final grade shall be covered with material compatible with the structure or, at the Architectural Committee's discretion, painted the same color as the Residence. Driveways must be constructed of an impervious material, such as concrete, asphalt, brick or pavers.

ARTICLE VI EXTERIOR STRUCTURES

A. The Developer will provide each residence with a mailbox. Such mailboxes will be of uniform design and construction. Approval of the location of installation must be obtained from the Architectural Committee.

B. The Developer believes that fences, in general, are unattractive, interrupt the natural beauty of the terrain and vegetation, and are, thus, objectionable. However in today's world, the "need" for fences is inevitable. The type and location of any fencing must be approved by the Architectural Committee in advance of its construction.

C. The location of all recreational or play structures, outside doghouses and animal shelters shall be approved, in advance, by the Architectural Committee and all such structures shall be screened from view from any street.

BK0930 PG 2004

D. No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced or otherwise adequately screened.

ARTICLE VII CONSTRUCTION PERIOD REQUIREMENTS

During the period that construction is being undertaken on a Lot, in order to minimize disturbance to adjacent sites and/or to the Subdivision, the Lot shall be maintained in a clean and orderly manner. Owner, for itself and its general contractors and subcontractors, agrees not to store, dump or place, temporarily or otherwise, on any part of the Subdivision or adjacent areas any soil, rock, material, waste, trash or other debris resulting from or used in connection with the construction of the residence or other improvements on the Lot. In addition, Owner shall remove any mud or debris that appears on the adjacent and adjoining streets as a result (partially or otherwise) of Owner's activities.

ARTICLE VIII PROHIBITED, OR USES OTHER THAN FOR RESIDENTIAL PURPOSES

A. Except as otherwise provided hereinabove, no Residence or Exterior Structure shall ever be placed, erected or used, either in whole or in part, as an office, shop, school, "bed and breakfast" or for the conduct of any business or trade which would increase traffic in the Subdivision; provided, however, that this restriction shall not prevent an Owner from maintaining a professional office in the Residence in accordance with the applicable ordinances of the City of Bartlesville.

B. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area. Each Owner shall properly maintain its Lot in a neat, clean and orderly fashion. All Residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

C. No vehicle, trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored on any property.

D. Motorized vehicles shall not be operated on any Common Area, other than in the Street. Nor shall such vehicles be operated on any landscape easement, as the same is shown on the Plat of the Subdivision, other than for the purpose of maintaining such landscape easement.

E. No television, radio, citizens' band, short wave or other antenna, solar panel, clothes line or pole, or other unsightly projection, with the exception of satellite dishes, as allowed for

below, shall be attached to the exterior of any Residence or erected in any yard. No satellite dish with a diameter greater than Twenty inches (20") shall be installed or maintained upon any Lot, and the same must be screened from view from all streets and adjoining properties.

F. No exterior lighting shall be installed or maintained on any Lot unless the same shall be included in the landscape plans submitted to, and approved by, the Architectural Committee. No spotlights, flood lights, or other lighting, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots.

G. No fuel storage tank may be maintained on any Lots.

H. No permanent or temporary sign of any kind shall be displayed on any Lot except such signs as may be used by the Developers or an Owner in connection with the development and sale of Lots in the Subdivision, such signs as may be required by legal proceedings, or the prohibition of which is precluded by law.

I. No garage will be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal uses.

J. No fowl, livestock or other animals may be kept or maintained upon any Lot. Exception shall be made for bonafide house pets, such as dogs and cats, which do not make objectionable noise or, otherwise, constitute a nuisance. The owner of any animal is responsible for keeping full control of its animal within the Subdivision.

ARTICLE IX COMMON AREA

A. The Developers and their successors, assigns, and grantees, as Owners of Lots in the Subdivision, shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use. Such right and easement shall be appurtenant to, and shall automatically pass with, the title to each Lot and shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.

B. The Developers covenant and agree to convey all of their right title and interest in the Common Areas to the Association, without any cost thereto, not later than one month after the Developers have sold all of the Lots in the Subdivision.

C. The ownership by the Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developers to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area.

ARTICLE X WILDERNESS

This area is both on property owned in common by the Association and on private Lots contiguous to the creeks and ponds.

A. That portion of the "Wilderness" that lies between the rear property line of Lots and the water is owned by the Association. Owners and/or builders may not remove, prune, trim, mow, or in any way disturb any plant materials in this area. Development in this area is limited to a trail system for use by all STONEBRIDGE residents and for other landscape improvements. No structures may be constructed without the approval of the Association.

B. The rear twenty-five (25') feet of all lots contiguous to the "Wilderness" has been established as a part thereof. This area on most lots is the sloped area adjacent to the lake and the Developers contemplate that native vegetation be retained. No structures, including, but not limited to patios, decks, pools, etc. can be constructed in this area. If an Owner desires to have a portion of the area cleared for a view or to improve the landscaping within its portion of said "Wilderness" Area, the Owner may do so at his own expense after receiving written approval from the Architectural Committee.

ARTICLE X FUTURE DEVELOPMENT

A. Developers have retained an outparcel designated as "Tract B" for future development of no more than 19 single family attached dwelling units, as approved by the Bartlesville Metropolitan Area Planning Commission on the 25th day of August, 1998, and by the City Council of the City of Bartlesville, on the 5th day of October, 1998.

B. At such time as "Tract B" is re-platted into individual parcels, the owner of each such parcel shall become a member of the Association, subject to assessment, and with full rights and privileges of membership.

ARTICLE XI UTILITIES

A. Easements have been provided for utilities and all such utilities (gas, water, electricity, telephone, cable television or similar services) are to be underground. The company providing services shall have right of access to all easement-ways shown on

the attached plat or provided in this deed of dedication for the purpose of installing, maintaining, servicing, removing or replacing any portion of such service.

B. The owner of each lot shall be responsible for the protection of the underground service located on his property and shall prevent alteration of the grade or construction activity which may interfere with the utility facility and agrees to be bound for the utilities protection.

C. Overhead pole lines for the supply of electric, telephone and cable television service shall not be located within the boundaries of STONEBRIDGE (Overhead pole lines for the supply of electric service, however, may be located along the northwest corner of the platted subdivision.) Street light poles or standards may be served by underground cable and, elsewhere about the Addition, all supply lines shall be located underground in the easement-ways reserved for general utility services and streets, as shown on the attached plat. Service pedestals and transformers, as sources or supply at secondary voltages, may also be located in said easement-ways.

D. Except to residences on lots located along the Northwest corner of the platted sub-division which may be served from overhead electric service lines, underground service cables to all Residences which may be located on all other lots in said Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such Residence as may be located upon each said lot; provided that, upon the installation of such a service cable to a particular Residence, the supplier of such service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable(s), extending from the service pedestal or transformer to the service entrance on said residence.

E. The supplier of electric, telephone and cable television services, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Declaration, for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by it.

F. The Owner of each Lot shall be responsible for the protection of the underground facilities located on its property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The company providing services shall be responsible for ordinary maintenance of underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

BK 0930 PG 2008

G. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of such service, and the Owner of each Lot agrees to be bound hereby.

H. The Developers shall have, and do hereby reserve for themselves, their successors and assigns and the Association and its successors and assigns, an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the duties of the Association and maintaining any Common Area.

ARTICLE XII ARCHITECTURAL COMMITTEE

A. The Architectural Committee is to consist of representatives of the Developers, a Licensed Architect, and a Registered Landscape Architect. This committee shall review all plans, specifications, materials, and samples for all new construction, including landscape plans. Its goal is to create a quality development where homes are compatible with neighboring properties and are visually harmonious. The initial members of such committee shall be Lewis B. Ambler and W. Layton Stewart, on behalf of the Developers, Scott K. Ambler, Licensed Architect, and Randy D. Weatherly, Registered Landscape Architect, any two (2) of whom may constitute a quorum and act upon any matter brought before them.

B. Said Architectural Committee's address shall be: 309 SE Frank Phillips Boulevard, Bartlesville, Oklahoma.

C. In the event of the death or resignation of any of the members of the Architectural Committee, the Developers shall designate their successors.

D. At such time as there shall have been built single family Residences on one-hundred percent (100%) of the lots hereby restricted, the Developers agree that, upon the written request of the Association, the Developers will resign and the Association may appoint its successors.

ARTICLE XIII COVENANTS RUNNING WITH LAND; ENFORCEMENT

The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whomsoever hands any of the property in the Subdivision shall come. The Developers, their successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or

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reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developers, their successors and assigns, and all other Owners of any of the Lots, and the Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

ARTICLE XIV EXTENSION OF SUBDIVISION

The Developers shall have and expressly reserve the right to add to the existing Subdivision and to the operation of the provisions of this Declaration such other adjacent lands as it may now own or may hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement, subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developers in good faith.

ARTICLE XV ASSIGNMENT OF DEVELOPERS' RIGHTS

The Developers shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developers, and upon such assignment the assignee shall then for all purposes be the Developers hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

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**ARTICLE XVII
MEMBERSHIP AND VOTING RIGHTS**

1. Every Owner of a building site shall be a member of the Association and is subject to assessment.

2. The Association shall have one (1) class of voting membership, and each Owner of a building site shall be entitled to one (1) vote. If an Owner owns more than one (1) building site, he shall have as many vote as sites owned.

**ARTICLE XVIII
COVENANTS FOR MAINTENANCE ASSESSMENTS**

A. Each Owner, by the acceptance of a deed for property in the Addition, covenants and agrees to pay to the Association:

1. Annual assessments or charges in a minimum amount of \$400.00, and

2. Special assessments for capital improvements.
The annual and special assessments together with interest shall be a lien on the land of the respective Owners. Each such assessment together with interest, costs and a reasonable attorney's fee, if the services of an attorney are required, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but such assumption shall not impair the right of the Association to pursue its remedies against the former Owner.

B. The assessments levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment of the residents in the Subdivision and for the maintenance and replacement of landscaping, lighting, ornamental fencing and the bridges located on Coventry Lane, or other supporting improvements, including paying for utilities, maintaining sprinkle facilities and mowing, trimming and maintaining the water, grass and plantings in these areas.

C. Each Owner shall be assessed for each building site owned, and assessments for each building site shall be equal in amount, EXCEPT that all assessments made for undeveloped building sites shall be twenty-five percent (25%) of assessments for developed building sites.

D. Any action authorizing assessments shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of

the meeting. Any Owner may give to any other Owner his written proxy to cast his vote at said meeting.

E. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. No Owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

**ARTICLE XIX
CAPTIONS AND HEADINGS**

Captions given to various Articles herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

**ARTICLE XX
SEVERABILITY**

Invalidation of any of these covenants or restrictions by an order, judgment or decree of any court, shall in no way invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

**ARTICLE XXI
AMENDMENTS**

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any such amendment(s) must be recorded.

IN WITNESS WHEREOF, LEWIS B. AMBLER and W. LAYTON STEWART, Co-Trustees of the Trust created under Item Seven of the Will of Morris K. Ambler, dated November 21, 1986, as amended by Codicil dated October 8, 1990, and SCOTT K. AMBLER and MARTHA A. AMBLER, husband and wife, have caused this Declaration of Covenants, Conditions and Restrictions to be executed this 8th day of December, 1999.

*SEE 2ND PAGE OF ORIGINAL PLAT FOR ACKNOWLEDGEMENTS.

G & A ASSOCIATES
309 SE FRANK PHILLIPS BLVD
BARTLESVILLE OK 74003

BK 0930 PG 2012

**RATIFICATION AND APPROVAL OF AMENDMENT TO
OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

We, the undersigned duly authorized Owners in good standing of the Stonebridge Property Owners Association, in sufficient number, do hereby ratify, adopt and approve the following Amendment A to the OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS pursuant to ARTICLE XXI, regarding amendments. Further, we authorize the Board of Directors to issue a special supplemental annual assessment for the 2012 assessment year for purposes of revising each individual Owner's 2012 total assessment to comply with the modified assessment method, as described in Amendment A, below.

BK 1111 PG 3037

**AMENDMENT A
OWNERS' DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
DATED 1st OF JULY, 2012**

Effective July 1, 2012, that certain OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, regarding the Stonebridge Property Owners Association, dated November 23, 1999 (the "Declaration"), shall hereby be amended by modifying Article XVIII, Paragraph C, which in its original form, states as follows:

C. Each Owner shall be assessed for each building site owned, and assessments for each building site shall be equal in amount, EXCEPT, that all assessments made for undeveloped building sites shall be twenty-five percent (25%) of assessments for developed building sites.

Such original Paragraph C, above, shall be stricken and deleted in its entirety and replaced with the new and amended Paragraph C, below:

C. Beginning with the 2012 assessment year, each Owner shall be assessed for each Lot owned, and assessments for each Lot shall be equal in amount.

This Amendment A shall be made part of the Declaration as though fully set out herein. If conflict exists between this Amendment A and part of the Declaration, Amendment A shall prevail.

1-2012-007763 08/31/2012 3:41 pm
Book 1111 Page(s) 3837-3846
Fee: \$ 31.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

Ratified, Adopted and Approved as set forth by Hand below;



B Deal

Signed

L. B. Ambler and W. Layton Stewart

Date 7-31-2012

*Lewis B. Ambler and W. Layton Stewart, Co-Trustees of
the Trust created under Item Seven of the Will of
Morris K. Ambler Dated November 21, 1986, as
amended by Codicil dated October 8, 1990.*

Owner(s) of Lot(s) 1-18-19-24-28

BK 111 PG 3838

Signed [Signature] Date 6/3/2012
Printed Name(s) JIM E. DICK, Owner(s) of Lot(s) 9 & 10
SUSAN A. DICK

Signed [Signature] Date 6/3/2012
Printed Name(s) JAMES R. WAREHAM, Owner(s) of Lot(s) 8

Signed [Signature] Date 6/3/2012
Printed Name(s) Carol S. Rutledge, Owner(s) of Lot(s) 20

Signed [Signature] Date 6-3-12
Printed Name(s) Sue Abbe, Owner(s) of Lot(s) 14

Signed [Signature] Date 6-3-12
Printed Name(s) Cris Bianchini, Owner(s) of Lot(s) 17

Signed [Signature] Date 6-3-2012
Printed Name(s) Lewis & Sharon S. Ambler, Owner(s) of Lot(s) 27

Signed [Signature] Date 6-3-12
Printed Name(s) SCOTT K. Ambler, Owner(s) of Lot(s) 5

Signed [Signature] Date 6/9/2012
Printed Name(s) Julie A. Bryant, Owner(s) of Lot(s) 2

Signed [Signature] Date 6-10-12
Printed Name(s) ROGER L. CARPENTER, Owner(s) of Lot(s) 6 & 7

Signed [Signature] Date 6-15-12
Printed Name(s) Becky Trentman, Owner(s) of Lot(s) 15

Signed David Keady Date 07/16/2012
Printed Name(s) David Keady, Owner(s) of Lot(s) Lt 25 & 26

Signed ~~Mat Sandurk~~ Date 7/19/12
Printed Name(s) MAT SANDURK, Owner(s) of Lot(s) Lt 4

Signed B.H. Wierick Date 7/23/12
Printed Name(s) B.H. Wierick, Owner(s) of Lot(s) Lts 12 & 13

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____
Printed Name(s) _____, Owner(s) of Lot(s) _____

BK 111 PG 3839

Signed JMZ Rzuklic Date 7/20/12
Printed Name(s) JOHN D. ZUKLIC ROSY ZUKLIC, Owner(s) of Lot(s) 16

Signed _____ Date _____

Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____

Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____

Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____

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Signed _____ Date _____

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Signed _____ Date _____

Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____

Printed Name(s) _____, Owner(s) of Lot(s) _____

Signed _____ Date _____

Printed Name(s) _____, Owner(s) of Lot(s) _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 3rd day of June, 2012, by Jim E. Dick, James R. Wareham, Carol S. Rutledge, Sue Abbe, Cris Bianchini, Lewis Ambler and Scott K. Ambler, Stonebridge Property Owners.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public

BK 1111 PG 3841

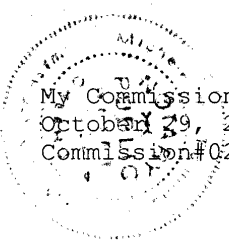
My Commission Expires:
October 29, 2014
Commission#02016368

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 9th day of June, 2012, by Julie A. Bryant, Stonebridge Property Owner.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



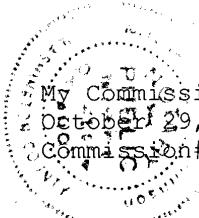
My Commission Expires:
October 29, 2014
Commission#02016368

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 10th day of June, 2012, by Roger L. Carpenter, Stonebridge Property Owner.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



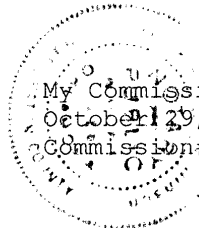
My Commission Expires:
October 29, 2014
Commission #02016368

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 15th day of July, 2012, by Becky Trentman, Stonebridge Property Owner.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



My Commission Expires:
October 29, 2014
Commission #02016368

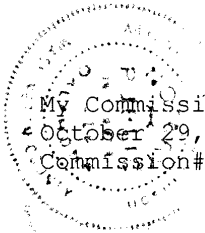
BK 1111 PG 3842

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 16th day of July, 2012, by David Kedy, Stonebridge Property Owner.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



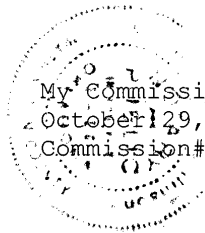
My Commission Expires:
October 29, 2014
Commission#02016368

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 19th day of July, 2012, by Mat Saddoris, Stonebridge Property Owner.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



My Commission Expires:
October 29, 2014
Commission#02016368

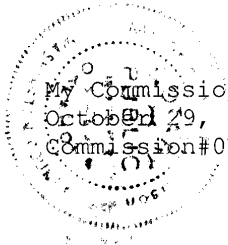
BK 1111 PG 3843

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 20th day of July, 2012, by John D. Zuklic and Rosy Zuklic, Stonebridge Property Owners.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public

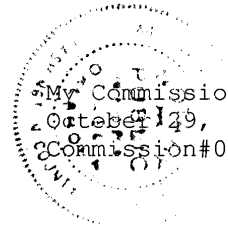


STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 23rd day of July, 2012, by B.H. Wierick, Stonebridge Property Owner.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



BK 1111 PG 3844

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 31st day of July, 2012, by Lewis B. Ambler, Co-Trustee of the Trust created under Item Seven of the Will of Morris K. Ambler Dated November 21, 1986, as amended by Codicil dated October 8, 1990, on behalf of said trust.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



My Commission Expires:
October 20, 2014
Commission # 02016368

Robert Washem
2008 Country Lane
Bartlesville, Ok

BK 1111 PG 3845

Further, this Ratification And Approval Of Amendment A To Owners' Declaration Of Covenants, Conditions And Restrictions pursuant to the Minutes For Stonebridge Homeowners Association Board Of Directors Meeting held on the 20th day of August, 2012, is hereby approved.

BK 1111 PG 3846

Robert Wareham
Robert Wareham, President
Stonebridge Property Owners Association

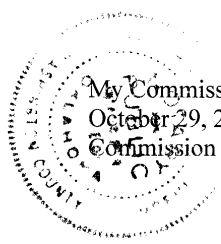
ACKNOWLEDGMENT

STATE OF OKLAHOMA,]
] ss.
COUNTY OF WASHINGTON]

This instrument was acknowledged before me this 31st day of August, 2012 by Robert Wareham, as President of Stonebridge Property Owners Association.

Given under my hand and seal the day and year last above written.

Michele Y. Tomlinson
Michele Y. Tomlinson,
Notary Public



My Commission Expires:
October 29, 2014
Commission #02016368