



AMENDED PROTECTIVE COVENANTS

We, the undersigned owners of real property in Muskogee County, described as Stony Brook Townhouse Addition, have entered into a written agreement, referred to as the agreement, setting forth certain amended restrictive covenants.

A. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his or her home.

B. This agreement constitutes a mutual covenant running with the land.

C. This agreement shall take effect and be in full force when executed by the owners of seventy-five percent (75%) of the current owners who are current with their assessments per the covenants and may then be placed of record.

D. We, the owners impose the following restrictive covenants for the mutual benefit of the current owners and their successors in title to all or any portion of said tract hereinafter referred to as Lots, to wit:

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION 2.1 The real and personal property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Muskogee, State of Oklahoma, and is more particularly described as the streets and common areas within Stony Brook Townhouse Addition to the City of Muskogee, Oklahoma, as shown on the plat filed in the office of the Muskogee County Clerk in Book _____ at page _____, all of which real property shall hereinafter be referred to as "The Property".

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 3.1 MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 3.2 VOTING RIGHTS. Each owner shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any lot: all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be

cast with respect to any such lot.

ARTICLE IV-DELETED

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 5.1 MEMBERS EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 5.3 every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant. To and shall pass with the title to every lot.

SECTION 5.2 TITLE TO COMMON PROPERTIES. The Developer agrees to convey title to the common properties, other than dedicated streets, to the Association free and clear of all liens and encumbrances prior to the conveyance of any lot described on in the Addition.

SECTION 5.3 EXTENT OF MEMBERS'S EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, as provided in its Certificate of Incorporation and By- Laws, to suspend the voting rights and right to use of common facilities by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.and

(b) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said common properties and the rights of such mortgage in said common properties shall be subordinate to the rights of the homeowners hereunder.

SECTION 5.4 Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the common properties to his tenants, or contract purchasers who reside on the property.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 6.1 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS AND SPECIAL ASSESSMENTS

Declarant of each lot owned in Stony Brook Townhouse Addition, shall be deemed to

covenant and agree, and each owner of any lot in Stony Brook Townhouse Addition, Except those exempt under Section 11 of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association monthly assessments or charges and special assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or special assessment fell due. Their personal obligation for delinquent assessment or special assessment shall not pass to his successors in title unless expressly assumed by them.

SECTION 6.2 PURPOSE OF ASSESSMENTS

6.2.1 There shall be a general assessments levied by the Association which shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties.

6.2.2 There shall also be a ground maintenance assessment which shall be used exclusively for the purpose of maintenance of flower beds and shrubberies, mowing and sprinkler maintenance in front of the subdivision as a part of the services provided by the Association.

SECTION 6.3 BASIS OF ANNUAL ASSESSMENTS.

Each lot shall as of the date set under Section 8 hereof, be subject to a general monthly assessment of \$120.00. The Board of Directors may raise or lower said monthly assessment amount by not more than 5 % in any year, as they may deem necessary in their discretion.

SECTION 6.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS

Subject to the limitations of Section 6.3 hereof, the Association may change the maximum of the assessment fixed by Section 6.3 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 6.5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the assessments authorized Section 6.2 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair; or replacement of a described capital improvement upon the common are, including the necessary fixtures and personal property related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

SECTION 6.6 QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 6.4 AND 6.5

The quorum required for any action authorized by Sections 6.4 and 6.5 hereof shall be as follows: at the first meeting called, as provided in Section 6.4 and 6.5 hereof, the presence at the meeting of members, or of written proxies, or the written ballot of members not in attendance, 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 forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Section 6.4 and 6.5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6.7 DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS DUE DATES.

The monthly assessments provided for herein shall commence as to all lots at such time as may be approved by a majority of the members. The Board of Directors shall fix the amount of the monthly assessment at least 30 days in advance of said commencement date and any change in the monthly assessment must be fixed by the Board of Directors at least 30 days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. 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. Such certificate shall be conclusive evidence of the facts stated.

SECTION 6.8 INFORMAL MEETINGS

Any meeting which is required to be held hereunder may be held informally upon the written consent of a majority of members, so long as all matters conducted at such a meeting is reflected by a written report signed by the Secretary of the Association.

SECTION 6.9 VOTE BY WRITTEN BALLOT

Any member may cast a vote by written ballot on an issue submitted for vote, without the necessity of physical attendance at a meeting.

SECTION 6.10 EFFECTIVE OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN REMEDIES OF THE ASSOCIATION

If the assessments are not paid on the 15th day of each month, then such assessment shall become delinquent and shall incur a 10 percent late fee and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 1.5 percent per month, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of action.

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.

SECTION 6.11. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the administrator of Veterans affairs, whether such contract is recorded or not. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Oklahoma. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to mortgage foreclosure of my proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 6.12. EXEMPT PROPERTY

The following property subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All common properties as defined in Article I Section 1 hereof.

ARTICLE VII

RESTRICTIONS OF USE OF PROPERTY

The following restrictions shall apply to all Lots and Improvements with the Addition

7.1 All lots and Buildings constructed hereon shall be solely for residential use. No commercial uses shall be permitted on, or in, any building within the subdivision, other than as a construction or sales office for the Developer or contractor during construction and sales of lots and properties in the Addition.

7.3 No fencing shall be allowed other than to enclose an area immediately adjoining the rear of a building constructed within the Addition. Fence may not extend more than fifteen feet from the back of a building toward the rear lot line, nor may a fence extend beyond the exterior side wall of any building. Fences may only be constructed as opaque wooden privacy fences, six feet in height. No chain link, barbed wire, or other wire fencing shall be allowed. All fences shall be subject to prior approval by the design committee of the Association.

7.4 No noxious, illegal, or offensive activity shall be allowed upon any portion of any property, nor shall any act be done which constitutes a nuisance or material annoyance to the neighborhood.

7.5 No sign or advertising of any kind shall be allowed upon any property other than temporary real estate listing signs, and signs utilized by the Developer during the development of the Addition.

7.6 No animals, livestock or poultry of any kind shall be kept, raised or bred on any property within the Addition, nor shall any commercial breeding or raising of permitted animals be conducted. No dogs of a breed which has vicious tendencies, specifically including pit bull dogs, Doberman pincers, and rottweiler, shall be kept or allowed on any property within the addition. No dog of a permitted breed which has demonstrated vicious tendencies shall be kept within the Addition.

7.7 No exterior antenna for the transmittal or reception of radio or television signals shall be allowed within the Addition. Small attached satellite reception dishes shall be permitted, on the rear of buildings.

7.8 No commercial truck, tractor or semi-trailer, bus or other commercial vehicle of any kind shall be kept within the Addition, nor shall any recreational vehicle, boat, or boat trailer be kept upon any property. No vehicle shall be parked on the non paved portion of any lot, nor shall

non-operating vehicles of any kind be kept or stored within the Addition. No vehicle repair shall be allowed on any property within the Addition.

7.9. No lot shall be used for storage or dumping of trash or rubbish. All trash, waste and garbage shall be kept in sanitary closed containers within the area provided. The Association shall have the right to take all corrective action deemed necessary by the Association at the expense of the Owner to cure any violation of this provision.

7.10. No temporary construction or improvement shall be allowed except as may be approved by the Association. Only construction from building materials, as opposed to pre-fabricated materials, shall be allowed. No tent, trailer, manufactured home, or pre-fabricated building shall be allowed on any property.

7.11. The Association through the Architectural or Design committee, comprised of five (5) members appointed by the Association which shall exercise such function shall have the right to prior approval of any paint, color roofing material, or design changes which any Owner may desire to use on any building in the Addition.

7.12. The Association shall have the right to grant easements for utility purposes across all common areas and to grant access across all easements for utilities shown on the recorded Plat of Stony Brook Town House Addition.

7.13. The Association shall provide all lawn care, mowing and maintenance as a part of the special assessment provided for in Section 6.2.2, and shall have a perpetual license to come upon all property in the Addition for the purpose of ground upkeep and maintenance, and plants. No Owner may place any lawn ornamentation or other object which will interfere with lawn maintenance and care.

7.14. Any new construction in Stony Brook Townhouse Association shall be only for (a) single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling house, (b) the homes must be at a minimum 1700 square feet but not exceed 2700 feet, (c) 80 percent of the exterior must be brick, (d) the exterior must not include vinyl siding and (e) the exterior shall have no EIFS (Exterior Insulation and Finishing System). EIFS is a multi-layered exterior wall cladding system that provides both insulation and a finished aesthetic, often called "synthetic stucco" exteriors.

7.15. No parking in the street for 3 consecutive days. There is alternate parking at the North end, where no homes are located as long as the turn around drive is not blocked. Repeat offenders can be towed at the owner's expense.

ARTICLE VIII SECTION 8.1. DURATION

The Covenants, Amended Covenants and restrictions of this Declaration shall run with

and bind the land, shall inure to the benefit of and be enforceable by the Association,, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of fifty percent of the Lots has been recorded prior to the commencement of any ten year period.

SECTION 8.2. AMENDMENTS

These Covenants and restrictions may be amended during the first ten years from the date of Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

SECTION 8.3. NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 8.4. ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waive of the right to do so thereafter.

SECTION 8.5 SEVERABILITY

Invalidation of anyone of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

In witness whereof, each party to this agreement has caused it to be executed on the dated indicated below.

_____	_____
_____	_____
_____	_____
_____	_____

12-4-25

Deborah Lee

Lon Price

Roddy Duster

Russ & Randy Scott

Jean Williams

Mrita Jones

Kurt Wain

Sam Jr

Charles Wps

Kimberly Payton

Emma Eater

Chris Jones

Carol Harden

12 OF 15
VOTES
YES 80%