

SECOND AMENDED
RESTRICTIVE COVENANTS
FIELDSTONE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being a ~~majority~~ at least sixty (60) percent of the Owners in fee simple of the lots in FIELDSTONE an addition in Tulsa County, State of Oklahoma, according to the recorded plat thereof, as identified below by block and lot number indicated opposite the respective signatures of the undersigned, hereby amended the Restrictive Covenants ~~of~~ for FIELDSTONE filed of record on April 13, 1977, in the office of the County Clerk of Tulsa County, Oklahoma, in Book 4529 at Page 912, as the same as previously been amended by Amended Restrictive Covenants for Fieldstone filed of record on December 13, 1993, in the office of the County Clerk of Tulsa County, Oklahoma, in Bok 5572 at Page 1811.

1. The restrictions and restrictive covenants contained herein shall apply to all of the above described property ("FIELDSTONE") and the restrictions, restrictive covenants and uses now in existence and prescribed herein shall be binding upon all persons claiming under them until January 1, ~~2000~~ 2020, at which time all the restrictions and covenants herein contained shall be automatically extended for successive periods of ten (10) years, unless by a vote of a ~~majority~~ at least sixty (60) percent of the then owners of the lots in FIELDSTONE agree to change said restrictions or covenants in whole or in part.

2. The restrictions herein set forth shall run with the land and be binding upon the undersigned, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the undersigned and their successors in title and with each of them to conform to and observe all restrictions and covenants as to the use of said lots and the construction of improvements thereon, but no restrictions or covenants herein set forth shall in respect to breaches committed during their occupancy of or title to said land and the owners or owners of any of the above land shall have the right to sue for and obtain injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants herein set forth in addition to any ordinary legal remedy for damages; and failure of the undersigned or any owner or owners of any lots of FIELDSTONE to enforce any of the restrictions or covenants herein set forth at the time of their violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions, hereof, which shall remain in full force and effect.

3. The promotion and carrying on of activities to assure strict adherence to these covenants is conducted by the Fieldstone Homeowners Association, Inc. under By-Law II, Purpose, Object, and Nature of the Association. To promote and carry out activities for the protection and betterment of the general welfare of the FIELDSTONE property owners, yearly dues and assessments in an amount set by vote of the Association members at the annual meeting on the first Monday of March in each year are established. The payment of said assessments and dues by April first of each year is a requirement under these covenants and is personally binding upon any corporation, person or persons, or other entity by virtue of their ~~occupancy~~ of ownership and or title to said property on that date ~~unless specifically waived in writing by the Association~~. Such assessments and dues shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments and dues are made. If the assessments and dues are not paid within thirty (30) days after the due date, the dues and assessments shall bear interest from the date due at a rate equal to the prime or comparable rate then in effect for the Chase Manhattan Bank, New York, New York, plus five percent (5%) (provided such rate shall not exceed the maximum permitted by law). All legal fees and costs incurred in the collection of the past due account, whether by litigation as set forth hereafter or otherwise, added to the owner's assessment account and shall be continuing lien against the property. The Association may bring an action at law against the owner personally obligated to pay the ~~same~~ assessment or foreclose the lien against the property, and there shall be added to the amount of such dues or assessments the costs of preparing and filing the complaint in such action together with the reasonable attorney fees incurred in the prosecution of such action. In the event a judgment is obtained, such judgment shall include interest on the assessments and dues as provided above and all court costs and reasonable attorneys fee incurred in bringing such action. However, the lien of any such dues or assessments provided for herein shall be subordinate to the lien or any mortgage or mortgages now or hereafter placed upon the property subject to the dues and assessments; provided, however, that such subordination shall apply only to the assessments and dues which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any due and assessments thereafter becoming due, nor from the lien of any such subsequent dues and assessments.

4. All lots of FIELDSTONE shall be for single-family residential use only. No building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling with ~~one attached~~ an attached and/or detached garage or carport for not less than two cars ~~no more than three cars~~.

5. No lot therein contained may be subdivided, split, altered, or changed in any way for the purpose of accommodating two or more separate owners and or dwellings.

6. Each lot shall receive and drain in an unobstructed manner storm and surface waters from lots and drainage areas of higher elevations and from public streets and easements, and the City of Tulsa shall not be liable for any damages caused by reason or easements on any adjacent lot, nor for damages from blockage of any portion of the drainage of storm and surface waters over and across such lot.

7. No residential structure shall be erected on any lot with less than 2400 square feet of living space, exclusive of garage, carport, and porches.

8. No garage door opening will face on any dedicated street; garage door openings for corner lots to be determined by the Architectural Control Committee.

9. No residential structure shall be erected or maintained nearer to the front or side street lines than the building setback lines.

10. All exterior walls of all residential and garage construction shall be of at least thirty-five percent (35%) masonry (stucco, stone or brick only) the balance being in glass, wood, or wood shingle ~~or stucco~~. No concrete block of any sort, concrete brick, formed concrete, or composition shingles shall be exposed in any exterior elevation. Any other material that may become available, appropriate to an exterior elevation must be submitted in writing and approved by the Architectural Control Committee or other such committee designated by the Homeowners Association for such approval purpose.

11. The preferred location of all gas meters will be of the underground type, buried below the finished grade elevations, at buyer's expense. If such below grade installation is precluded by regulation or utility practice, the meter may be located above grade but concealed from view by shrubbery or other visual barrier proximate to the dwelling. In no case shall the gas meters be located at the curb visible from the street.

12. No trade, business, or other noxious or offensive activity shall be permitted nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No lot shall be permitted to become in an unsightly or "junk" condition, nor shall any junk be allowed to accumulate thereon. No animals or fowls shall be kept or permitted to remain upon any tract in the addition except domestic and household pets, provided any such pets are not kept, bred, or maintained for any commercial purpose.

13. No building, residence, fence, retaining wall, or any other type of improvement, including grading and drainage operations, shall be started on any lot until the plans and specifications, plot plans, or any other plans or information necessary to determine the ultimate improvement or facility plans for any lot shall have been submitted to and approved by the Architectural Control Committee. Two working sets to be submitted, one for approval and one to be retained on file. Approval must be in writing and shall not be unreasonably withheld if in conformance to the requirements set forth in this Deed of Dedication as Amended. In passing on such plans, specifications, etc., the Architectural Control Committee will take into consideration the suitability of the proposed improvements to the site, and consider the harmony thereof with the surroundings, and the effect of the planned improvements on the outlook for the adjacent or neighboring property.

14. No trailer, tent, basement, shack, garage, or other building previously erected shall at any time be used as a residence, temporarily or permanent.

15. No boats, trailers, campers (mobile or otherwise), or like recreational equipment shall be stored on any lot unless enclosed in a garage or screened from view, from any direction. Such enclosure may be in the form of a wooden stockade fence of no more than 8 feet high enclosed on four sides. Trailers or vehicles whose height exceeds the 8' enclosed height shall be enclosed in a garage. Recreational vehicles may be parked on or in the street of the owner's lot not longer than a period of ~~forty-eight (48)~~ seventy-two (72) hours without the approval of the Fieldstone Architectural Committee.

16. No inoperative vehicles, or machinery, utility trailers, barbeque trailers, or the like shall be stored or parked on any lot unless fully enclosed in garage area or fully screened from view in any direction. Each lot shall be kept free from weeds, brush, and high grass, and trash and rubbish shall not be permitted to accumulate upon any lot.

17. That part of the driveway entrance that lies between the front property line and the edge of the paved portion of the street shall be constructed in accordance with City of Tulsa requirements.

18. No advertising sign or structure shall be erected, placed, or maintained on any lot, except one sign of not more than five square feet, advertising the property for sale or rent, and signs erected by the owner, builder, or developer to advertise the development of particular property during the construction and sales period. Such signs must be on private property and not in street right-of-way.

19. No roll composition or built up roof shall be permitted or placed upon any residence, garage or outbuilding. Asphaltic or other composition shingles (fiberglass or similar) must be of an irregular pattern, ~~in earth tone colors weighing not less than 300 pounds per 100 square feet~~ and must, as a minimum, be classified as a 40-year shingle. From and after the date of adoption of this Second Amended Restrictive Covenants for Fieldstone, the use of any asphaltic or composition shingle or any other material that may become available, appropriate to be used on a roof, must be submitted in writing and approved by the Architectural Control Committee or other such committee designed by the Board of Directors for such approval purposes ~~of the homeowners association.~~

20. Outbuildings, not to exceed 200 square feet, shall be of the same general construction as the main residence. In no event shall there be erected on any lot more than two (2) "structures" (outbuildings) detached from the dwelling. Bathhouse or structures for the protection of swimming pool equipment will be considered as outbuildings. Swimming pools and tennis courts are not considered structures. The total square footage of all outbuildings shall not exceed 10% of the heated and air-conditioned floor space of the dwelling excluding garage, porches, patios, and carports. Such outbuildings shall be of one story construction and shall be of the same general construction and materials as used in the main residence. Outbuildings that do not utilize stone or brick must use materials and structure to be in 'harmony' with the main residence. Outbuildings shall have no door or entry greater than 50 square feet and shall not be visible from any dedicated street.

21. Overhead pole lines for the supply of electric service may be located along the north, east, and south edge of said addition. Street light poles or standards may be served by underground cable and elsewhere throughout said addition. All supply lines shall be located underground in the easement-ways reserved for general utility purposes and streets as shown on the plat. Service pedestals and transformers as sources of supply at secondary voltage may also be located in said easement-ways.

22. Underground service cables to all units which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each lot, provided that upon the installation of such a service cable to a particular unit, the supplier of electric service will thereafter be deemed to have a definitive, permanent, effective right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said unit.

23. The supplier of electric service, 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 Certificate of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric facilities so installed by it.

24. The owner of each lot will be responsible for the protection of the underground facilities located on his property and will prevent the alteration of grade or any construction activity which may interfere with said facilities. Repair or cost of relocation, required by violation of this covenant will be paid for by the owner of the lot.

25. All covenants contained herein concerning underground electrical facilities will be enforceable by the supplier of electrical service and the owner of each lot agrees to be bound hereby.

This Second Amended Restrictive Covenants for Fieldstone is intended to be effective from and after the date of its filing in the Office of the County Clerk for Tulsa County Oklahoma, and is not intended, nor shall it, affect any structure that was in compliance with prior covenants at the time of the filing of this Second Amended Restrictive Covenants for Fieldstone.

IN WITNESS WHEREOF, the undersigned have executed the Amended Restrictive Covenants on the dates indicated below at Tulsa, Oklahoma.

"Owner"

Block ___ Lot ___

STATE OF OKLAHOMA)
)
COUNTY OF _____)