

**PROTECTIVE CONVENANTS FOR
STONEY RIDGE**

STATE OF OKLAHOMA)
) SS
COUNTY OF CHEROKEE)

Known all men by these presents:

That Kyle and Sammi Turk (KSMS Trust) or Turk Development, Inc. an Oklahoma S Corporation, hereby certifies that such is the owner of and the only person or entity having any right, title, or interest in and the lands described as follows to-wit:

A tract of land in the SE4 SW4 and in the S2 NE4 SW4 and in the S2 NW4 SE4 of Section 5, Township 16 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma, more particularly described as follows, to-wit: Beginning at the Southwest corner of said SE4 SW4; thence N 0°05'42" E, along the West boundary of said SE4 SW4, 887.74 feet; thence S 89°49'49" E, 312.00 feet; thence N 0°05'42" E, 252.22 feet; thence N 61°18'28" E, 755.47 feet; thence N 39°47'33" E, 362.81 feet; thence S 53°24'33" E, 148.21 feet; thence S 25°53'14" E, 156.68 feet; thence S 39°03'22" W, 361.20 feet; thence S 61°37'23" W, 457.00 feet; thence S 60°03'45" W, 162.62 feet; thence S 0°05'42" W, 605.91 feet; thence 89°49'49" W, 52.05 feet; thence S 47°30'02" W, 52.77 feet; thence S 7°34'24" W, 100.11 feet; thence S 50°11'35" E, 94.57 feet; thence S 89°49'49" E, 31.17 feet; thence S 0°05'42" W, 172.94 feet to a point on the South boundary of said SE4 SW4; thence N 89°49'49" W, 624.00 feet to the Point of Beginning.

It is further certified that the said owner has caused said track of land to be surveyed, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, widths of streets and easements for utilities of the area of the plat now named Stoney Ridge.

Now, therefore, the owner, for the purpose of providing for the orderly development of Stoney Ridge and for the purpose of providing adequate restrictive covenants for the mutual benefit of the owner, its successors, grantees and assigns in title to the said tract, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the owner or owners of any property within Stoney Ridge and be binding upon our successors, grantees and assigns to adhere:

DEVELOPMENT STANDARDS

A. Use of Land

1. All lots surveyed within the plat and named Stoney Ridge shall be known and designated as residential building lots. No dwelling shall exceed two and one half stories or 35 feet in height and an enclosed garage attached thereto for not less than two automobiles. One shop building allowed per lot.

RESTRICTIONS AND COVENANTS

A. Architectural Committee – Plan Review

1. There is hereby established an Architectural Committee consisting of Kyle Turk, Sammi Turk and Jeard Ballew, or their duly authorized representative, representatives or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth.

No building, fence, wall, or driveway shall be erected, placed or altered on any lot until the plans and specifications therefore have been approved in writing by any one of the members of the Architectural Committee. For each building, the required plans and specifications shall be submitted to the Architectural Committee and include a floor plan, exterior elevation, plot plan depicting the facing of the building, drainage and grading plans and exterior materials and color scheme.

2. The Architectural Committee's purpose is to promote good design and compatibility with the other lots, and in its review of plans or determination of any waiver as hereinafter authorized, the Architectural Committee 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.

3. The powers and duties of the Architectural Committee shall cease when there are 10 homeowners. Thereafter, the powers and duties of the Architectural Committee shall be exercised by the Homeowners Association Trustees hereafter provided for.

B. Fronting and Access Limitation

1. Each dwelling shall front a dedicated street within and shall be accessed from said street.

C. Yards and Setbacks

1. **Street Setback:** No building shall be erected on any residential plot nearer than 35 feet to the front lot line.
2. **Side Yard:** The minimum side yard shall not be less than 20 feet nor the width of any utility easement located within the lot and along the side lot line unless built on multiple lots.
3. **Rear Yard:** Each lot shall maintain a rear yard of at least 25 feet.
4. **Dwelling Separation:** Dwellings shall maintain a separation of not less than 40 feet.
Easement Setbacks: No building shall encroach upon any utility easement as depicted on plat.

D. Drainage

1. Each lot owner will be responsible to ensure that proper interior lot drainage will be established whereas the drainage will be designed to flow to the street or established drainage reserves and shall not drain upon, interfere with, cause water runoff, or produce water erosion damage to, or upon, an adjoining lot. 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.

E. Floor Area of Dwellings

1. **Residence Living Area:** A residential dwelling shall have at least 2,200 square feet of finished heated living area. One and one half and two-story dwellings shall have at least 1,700 square feet of finished, heated living area on the first floor and at least 500 square feet of finished, heated living area on the second floor.
2. **Computation of Residence Living Area:** The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 8 feet in height, except that in the computation of second or upper story living areas, the height shall be 7'6" for at least one half of the required living area and any area of less than 5' in height shall be excluded.
3. **Shop Area:** A shop shall have at least 1200 square feet but not more than 1500 square feet. Shop should have wall height of at least 8 feet and no more than 16 feet.

F. Roof Pitch and Height

1. **Residence:** The roof pitch or slope for residence shall have a minimum rise of 5/12 over 70 percent of the total roof area. A roof pitch of less than 5/12 is not permitted except for porches or covered patios which may have a minimum pitch of 4/12 and approved by architectural committee.
2. **Shop:** The roof pitch or slope should be a minimum of 2/12.

G. Building Material Requirements-Residence

1. **Foundation or Stem Walls:** All exposed foundation or stem walls shall be brick, stone or stucco. No concrete blocks, poured concrete or any other foundation shall be exposed. No stem walls will be exposed.
2. **Exterior Walls:** 70% brick, stone or stucco or combination. Any deviations must be approved by the Architectural Committee.
3. **Fireplace Chimneys:** All fireplace chimneys fronting on any street, shall be veneered with brick, stone or stucco.
4. **Windows:** The frames of aluminum windows shall be either anodized or electrostatically painted. No unfinished aluminum will be permitted for window framing.
5. **Roofing:** The roof of the dwelling erected on any Residential Lot shall be asphalt shingle, cement tile, or metal standing seam.
6. **Rooftop Protrusions:** Sheet metal vents, flue liner terminals, chimney caps, metal roof flashing, and other rooftop protrusions shall be painted to conform to roof color.
7. **Storage and disposal:** Building materials may be stored for a period of 30 days prior to the start of construction. Prior to the time of construction, during and/or after construction, no rocks, earth, debris, downed trees, land fill, sand, construction materials or equipment will be placed, parked or stored on adjoining property or lots which do not belong to current lot owner. No portion of any adjoining lot or tract will be disturbed or the topography changed which does not belong to current lot owner. No trash, ashes, garbage, construction material or other refuse will be thrown or dumped on any land or lot. There will be no burning or other disposal of refuse out of doors.
8. **Mailboxes:** All mailboxes will be uniform in style and nature to be built to compliment house. All mailboxes will need to be approved by the Architectural Committee.
9. **Colors:** Colors of exterior walls and roof to be approved by the architectural committee.

H. Building Material Requirements – Shop

1. **Exterior walls –** metal, brick, tile, block with outside finish.
2. **Roof –** metal, asphalt shingle or cement tile.
3. **Colors** must be natural and complement the residence with like color combinations.

I. Utilities and Telecommunications

1. Natural Gas, television and telephone installations will be placed underground.
2. Electric will be underground from electric pole. Water and septic will be underground
3. Electric will all be underground on lots 9 – 16.
4. Satellite dish or antennae will be on backside of house not facing street side.

J. Landscaping

1. Sod grass will be laid upon a plot within 30 days from completion of a residence and each residence or any structure on lot will be landscaped on all sides facing a street within 90 days of completion of construction.
2. Outdoor swimming pools shall be in ground and permanent. Swimming pools and ancillary equipment shall be shielded from view of the adjacent property owners and the street. An Architectural Committee decision regarding sufficiency of fencing shall be considered final.

K. Garage

1. Each dwelling shall have an attached garage for at least two automobiles. Open carports are prohibited. Once any part of the dwelling or any other structure is used for the purpose of a garage, thereafter it shall be prohibited from conversion to living space, separate living quarters, or other integral part of the living area.

L. Shops

1. Any building that is detached from the principal dwelling structure shall be similar in colors to the single-family dwelling. Architectural Committee must approve colors and plans.
2. No living quarters to be located in shop buildings.

M. Fences

1. No fence or wall shall exceed 6 feet in height. Fences or walls shall be of wood, brick, stone, stucco, iron or other ornamental fencing. Chain link fencing will need to be approved by Architectural Committee. If a fence is to be painted, the color must be approved by the Architectural Committee. Fencing shall be kept in good shape.

N. Completion Timeframes

1. Construction of a residence must be completed within 9 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement. The owner of a lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.
2. Residence will be built or will be actively being built prior to shop building.

O. Commercial Structures and Commercial Activity

1. No structure shall be placed, erected, or used in whole, or in part, for any business, professional, trade or commercial purpose on any portion of any lot. No business, professional, trade or commercial purpose activity shall be carried on upon any portion of any lot.

P. Livestock and Poultry

1. No Pigs, Roosters, Goats or Cows
2. Any outside animal other than dogs and cats will need to be approved by HOA.

Q. Noxious Activity

1. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash or other refuse be thrown, placed, or dumped on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood

R. Signs Prohibited

1. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of no more than one square foot displaying the property address and one professional sign of not more than 5 square feet advertising the property for sale during construction or sales period.

S. Temporary Structures and Outbuildings

1. No structure of temporary character, trailer, basement, tent, shack, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

T. Vehicle Storage and Parking

1. Owners or residents' vehicles shall not be parked in any street. No inoperative vehicle shall be stored on any lot except within an enclosed garage or shop. No recreational vehicle, boat or trailer, etc. shall be parked in front of the front building line or within view from a street, except on a temporary basis for a period of no more than 72 consecutive hours.

U. Residential Leasing

1. In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the Association, and the terms and conditions of the restrictive covenant set forth herein. A copy of the restrictive covenants shall be provided by owner to tenant. The owner shall insure that the tenant complies with the covenants and requirement herein, and shall provide the undersigned owner/developer and the then Trustees of the Homeowners Association with the name and phone number of the tenant and the address and phone number where the lot owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he/she is aware that compliance with the terms and conditions of the covenants is the owner's ultimate responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.

V. Electric Hook-Up

1. There has been a fee paid on the behalf of each lot in order to get electric to the lot. Once Lake Region deems there is a residence on the lot there is a credit given back to Kyle and Sammi Turk or Turk Development from Lake Region. This credit belongs to the developer, Turk Development and will not be given to homeowner. If there is a rearrangement of the electric previously installed, that will be the cost of the homeowner.

W. Miscellaneous

1. Wood piles or storage areas shall be screened from view from any street within. No clothes lines shall be located on any lot.
2. Yard ornaments in excess of 24 inches in height, animal statues, or plastic vivid colored playground equipment may not be placed on any lot, except that they be contained in a fenced back yard and screened from view from any street within.
3. All dog facilities must be professionally constructed, contain a drainage system that is tied into the septic system and be approved by the Architectural Committee prior to construction. If sporting dogs are kept, a perimeter fence must be constructed to fully enclose the rear yard and fencing approved by Architectural Committee.
4. Outside storage of building materials, old cars, or other salvage shall not be permitted on any lot.
5. Seasonal decorative lighting may not be displayed in excess of 45 days.
6. The owner of each lot and/or residence shall keep the same free from rubbish, litter and noxious weeds. All trash, garbage, rubbish, or litter shall be kept in containers adequate for that purpose and shall be stored and concealed from view until the designated date for collection.

7. Each owner and occupant of any part of a lot shall jointly and severally have the responsibility and duty at their sole cost and expense, to keep each lot and any improvements thereon maintained including buildings, improvements, and grounds in a well-maintained, safe, clean, and attractive condition at all times. Maintenance shall include, but not limited to, the following: a. prompt removal of all litter, trash, refuse, and waste, b. lawn mowing c. tree and shrub pruning, d. watering, e. maintaining exterior lighting and mechanical facilities in good working order, f. maintaining lawn and landscape alive and attractive. G. maintaining parking areas, driveways and walkways in good repair. H. complying with all governmental, health and county requirements, i. repainting of improvements, j. immediate repair of any and all exterior damage to dwelling or improvements. Any and all exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents, street traffic, or adjacent property owners.
8. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the Grantor or any successor in title to enforce any given restriction, covenant, or condition, at any time or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Stoney Ridge or the overall appearance, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

In order to maintain the integrity of these covenants, to centralize and coordinate the duties as to the maintenance of Stoney Ridge and to administer the fiscal responsibilities concerned therewith, the developer shall cause to be formed – the Stoney Ridge Homeowners Association (hereinafter referred to as the “Association”), a non-profit unincorporated association, concurrent with the filing of these covenants.

B. Membership and Voting

Every person or entity who is a record owner of the fee 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 in the Association as of the date of recording the Deed.

Membership shall include an undertaking to comply with and be bound to these restrictive covenants and any other policies, rules and regulations at any time adopted by the Association.

A person or entity described in Section I of this article shall become a member in good standing upon payment of the initial dues as described herein. Voting by the Members for the election of Trustees, or for any other purpose, shall be on the basis of one vote for each lot owned. The vote for each lot shall be on an equal fractional basis, e.g., if there are 2 record owners, each one is entitled to ½ vote.

A suspended member shall be in default in payment of any annual dues or special assessments levied by the Association and/or not complying with these By-Laws.

Members in good standing shall be entitled to exercise the privileges of membership in the Association.

Membership in this Association shall terminate when such a Member ceases to be a record owner of a lot in the Addition.

C. Trustees

The Association shall be managed by a Board of Trustees, consisting of 3 members. It shall be the fiduciary duty of the Trustees to coordinate collection of the annual fees and provide for the administration, management, and maintenance of the addition. The original Trustees are Kyle Turk, Sammi Turk, and Misti Ballew, who shall remain Trustees until such time as he or she shall resign, assign his or her position, or is removed and replaced in an election called for said purpose. If a Trustee should resign, then the remaining Trustees shall fill the vacant position, In case of an election to replace a current Trustee, such election shall be held within 60 days of receipt of a written request to the Trustees, signed by 5 percent of the owners of lots within the addition and the election shall be conducted by the Trustee Committee with a new Trustee elected by a majority of the votes of all of the lot owners voting in said election with a lot owner having the same number of votes as the number of whole lots owned by said lot owner. The cost of the election shall be paid from the Associations maintenance funds.

D. Covenant for Assessments

Each owner of a lot shall pay an annual maintenance fee, in the amount of \$200.00, or such reasonable amount as may be deemed necessary by the Trustees, beginning January 1 of each year subsequent to the initial occupancy of a home built on a lot or one year after the initial conveyance from the owner and developer to a lot buyer, whichever comes first.

E. Certain Obligations 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 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.

F. Certain Obligations of the Association

It shall be cooperative responsibility of all owners of developed lots within the addition to maintain the entryway at the intersection of S 503 Road and Stick Ross Mountain Road. It shall be the cooperative effort of all owners of developed lots with the addition to maintain the entry ways, including the lights, columns, addition logo signs, fences, etc. along Stick Ross Mountain Road, and to pay the utilities for lights and landscaping irrigation if any are installed.

The nature, design and landscaping of the entry ways, signs, columns, fences and road rights of ways shall not be changed from the original of the developer without the written approval of the owners of a majority of the lots within the addition.

G. Enforcement

The restrictions herein set forth are covenants to run with the land shall be binding on all parties, all lot owners, and all persons claiming under them. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot situated in Stoney Ridge - to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, a reasonable attorney fees and court costs incurred in such litigation.

H. Duration

These restrictions shall remain in full force and effect until January, 2040, and shall automatically be extended for successive periods of 10 years each.

I. Amendment

These covenants may be amended or terminated by a written instrument signed and acknowledged by the developer during such period as the developer is the record owner of at least 2 lots in the addition, and the provisions of such instrument shall be binding from and after the date it is properly recorded, or alternatively, the covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the Addition, and the provisions of such instruments shall be binding from and after the date it is properly recorded so long as any such amendments are submitted to any applicable zoning board or other regulating authority with jurisdiction over same and are approved by any such regulating authority or board.

J. Severability

Invalidation of any of these covenants, or any part thereof, by an order, judgment, or decree of any court or otherwise, shall not invalidate or affect any of the other covenants or any part thereof as set forth herein, which shall remain in full force and effect.

Signed: [Signature] L. Kyle Turk
[Signature] Sammi Turk

State of Oklahoma
County of Cherokee
This record was acknowledged before me on 1-30-2021 (date)
by [Signature] (name(s) of individual(s)).
Signature of notarial officer
Stamp



My commission expires Sept. 13, 2024

SURVEY PLAT

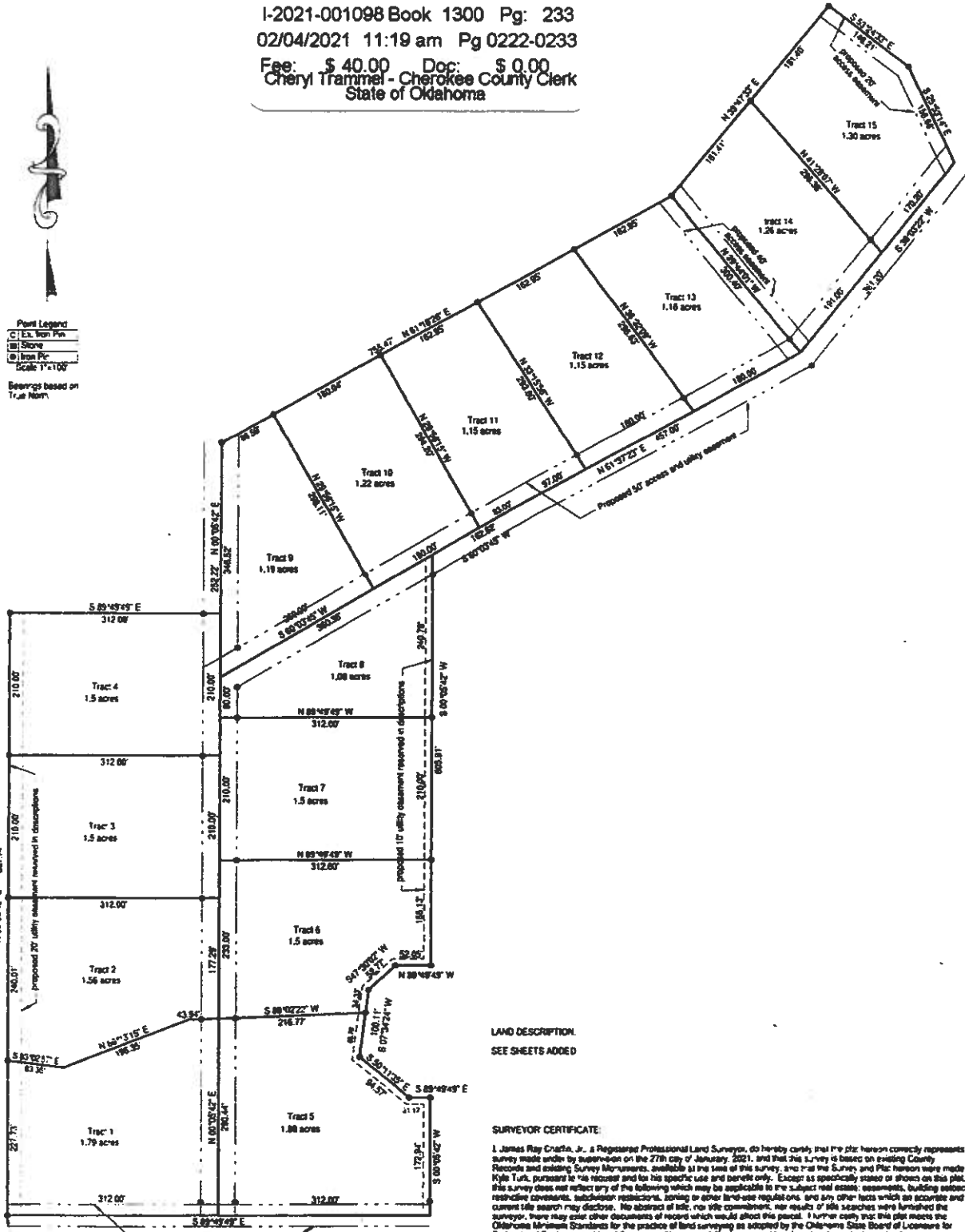
UNFILED PLAT OF STONEY RIDGE

I-2021-001098 Book 1300 Pg: 233
 02/04/2021 11:19 am Pg 0222-0233
 Fee: \$ 40.00 Doc: \$ 0.00
 Cheryl Trammel - Cherokee County Clerk
 State of Oklahoma



Point Legend
 (Symbol) E.A. Iron Pin
 (Symbol) Stone
 (Symbol) Iron Pin
 Scale: 1"=100'
 Bearings based on True North

STICK ROSS ADDITION



The Southwest corner of the SE4 SW4 of Sec. 5 T16 N, R22 E as established by Stick Ross Additions, Iron Pin

LAND DESCRIPTION
 SEE SHEETS ADDED

SURVEYOR CERTIFICATE:

I, James Ray Craftin, Jr., a Registered Professional Land Surveyor, do hereby certify that the plat hereon correctly represents a survey made under my supervision on the 27th day of January, 2021, and that this survey is based on existing County Records and existing Survey Monuments, available at the time of this survey, and that the Survey and Plat hereon were made for Kyle Turk, pursuant to his request and for his specific use and benefit only. Except as specifically stated or shown on this plat, this survey does not reflect any of the following which may be applicable to the subject real estate: assessments, building setback lines, restrictive covenants, subdivision regulations, zoning or other land-use regulations, and any other facts which an accurate and current title search may disclose. No abstract of title, nor life commitment, nor results of title searches were furnished the surveyor, there may exist other documents of record which would affect this plat. I further certify that this plat meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. No responsibility is assumed herein or hereby to the future land owners or occupants.

James Ray Craftin, Jr.
 JAMES RAY CRAFTIN, JR.
 Reg. Prof. Land Surveyor No. 663
 215 W Shawnee
 Tahlequah, Oklahoma 74464
 918-456-2577
 F.A. No. 6261

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