

**FIRST AMENDMENT OF  
DEED OF DEDICATION AND  
RESTRICTIVE COVENANTS  
FOR  
THE RESERVE AT STONEBROOKE  
PLANNED UNIT DEVELOPMENT No. 739**

THIS FIRST AMENDMENT OF DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR THE RESERVE AT STONEBROOKE, Planned Unit Development No. 739 is made this \_\_\_\_\_ day of December, 2013, by Stonebrooke Development Group, L.L.C., and Oklahoma Limited Liability Company referred to as the “Owner/Developer”.

WHEREAS, restrictive covenants applicable to the lots within the subdivision commonly known as The Reserve at Stonebrooke and more particularly described as follows:

The Reserve at Stonebrooke, a subdivision of the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat (PUD #739) thereof (the subdivision being hereinafter referred to as “The Reserve at Stonebrooke”).

have heretofore been established by instrument entitled “The Reserve at Stonebrooke Deed of Dedication and Restrictive Covenants Planned Unit Development No. 739”, dated October 12, 2009 and recorded November 18, 2009, as document #6310 of the records of the County Clerk of Tulsa County, Oklahoma(hereafter referred to as the “Restrictive Covenants”) and,

WHEREAS, the building and use restrictions unnecessary limit, the types of mailboxes and the requirements for chimney shrouds and should be amended to allow more flexibility in the orderly development of The Reserve at Stonebrooke and,

WHEREAS, the Restrictive Covenants, within subsection 7.3 Amendment of Section VII Enforcement, Duration, Amendment, and Severability thereof, made a provision for amendment by the Owner/Developer during the period of its ownership of any lot within The Reserve at Stonebrooke and alternatively made provision for amendment by the owners of sixty percent (60%) of the lots within The Reserve at Stonebrooke and,

WHEREAS, Owner/Developer is the owner of the following described lots within The Reserve at Stonebrooke:

Lots 17, 18, 20, 21, 25, 27, 31, and 32, Block 1 and  
Lots 4 and 5, Block 2,

which above described lots meet the requirement of subsection 7.3 Amendment and,

THEREFORE, the Owner/Developer herein amends the Restrictive Covenants as follows:

**I. Amendment to Section IV, subsection 4.2.6**

Section IV, subsection 4.2.6 Building Restrictions is amended to read as follows:

4.2.6 All chimney structures shall receive a copper or painted galvanized metal chimney shroud constructed in accordance with the approved designs of the Architectural Committee. Fireplaces which are constructed of full masonry materials are not required to have the chimney shroud.

**II. Amendment of Section IV, subsection 4.2.12:**

Section IV, subsection 4.2.12 Building Restrictions is amended to read as follows:

4.2.12 Mailboxes shall conform in design to the specific design designated by the Architectural Committee. Other designs of mailboxes may be allowed with the written approval of the Architectural Committee.

“Owner/Developer”

Stonebrooke Development Group, L.L.C.,  
An Oklahoma Limited Liability Company

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Randy Branstetter-Manager

(ACKNOWLEDGEMENT ON NEXT PAGE)

STATE OF OKLAHOMA

} ss.

*(Oklahoma Form of Acknowledgement)*

County of Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of **December, 2013**, personally appeared **Randy Branstetter** as **Manager of Stonebrooke Development Group, L.L.C**, to me known to be the identical person who executed this within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

My commission #: \_\_\_\_\_